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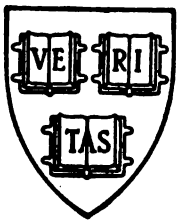


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# ANNUAL REPORTS

OF THE

# DEPARTMENT OF THE INTERIOR

FOR THE

FISCAL YEAR ENDED JUNE 30, 1902.

## INDIAN AFFAIRS.

### PART II.

COMMISSION TO THE FIVE CIVILIZED TRIBES.
INDIAN INSPECTOR FOR INDIAN TERRITORY.
INDIAN CONTRACTS.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1903.

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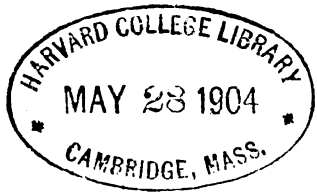


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Type of Creek Freedman

DRAWN BY L. A. MUNSON FROM A PHOTOGRAPH BY A. L. AYLESWORTH.

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# COMMISSION TO THE FIVE CIVILIZED TRIBES.



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## COMMISSION TO THE FIVE CIVILIZED TRIBES.

---

HENRY L. DAWES, of Massachusetts, Chairman.
TAMS BIXBY, of Minnesota.
THOMAS B. NEEDLES, of Illinois.
CLIFTON R. BRECKINRIDGE, of Arkansas.

ALLISON L. AYLESWORTH, *Secretary*.



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## LETTER OF TRANSMITTAL.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
*Muskogee, Ind. T., July 20, 1902.*

SIR: I have the honor to transmit herewith the annual report of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1902.

Very respectfully,

TAMS BIXBY,
*Acting Chairman.*

The SECRETARY OF THE INTERIOR.



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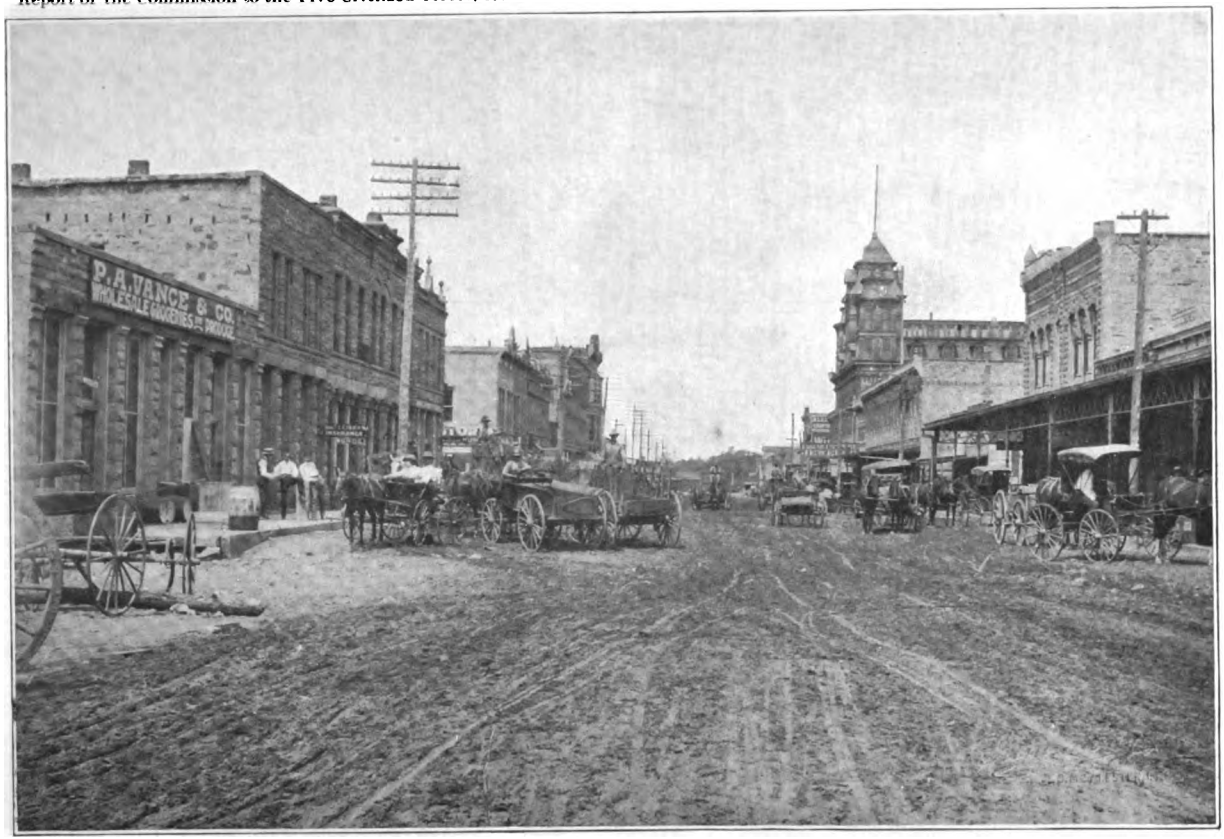


SCENE IN SOUTH McALESTER.

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## PREFATORY.

The yearly proceedings of the Commission to the Five Civilized Tribes, of which the following pages are a record, fully indicate the functions of the organization and the progress which is being made in their exercise. It is believed that the efforts of the Commission have been rewarded with a degree of success which gives assurance of the practicability of the union of legislative, executive and judicial action in one dynamic force for the administration of public affairs such as the reconstruction of Indian Territory involves. Debilitated governments, through the art of diplomacy, were to be dethroned; communal land holdings transmuted to individual ownership; the bona fide members of the tribes to be identified, and all with the least possible hazard to political and property rights. Through the legislative function, agreements which are to become law for the administration of these estates are negotiated. Through the judicial, the right to participate as members of the tribes is adjudicated and contentions between members involving the right to possession of given tracts of land are determined. Through the executive, the laws governing many matters affecting the property of the Five Tribes are administered. Thus has a public undertaking of great magnitude been brought within the purview of business principles with which a scheme of divided authority is incompatible.

The discharge of a public trust under the supervision and direction of an executive department at a remote distance from the seat of government involves, of necessity, the installment and operation of a cumbersome machinery. The people often weary of the slow, ponderous movement of their own administrative creations, and in moods of impatience condemn the procedure which they themselves have established. The experience of a century and a quarter, however, teaches the wisdom of subjecting all auxiliary work of the Government to departmental control, and upon conclusion of the Commission's work in Indian Territory the dissatisfaction proceeding from this source will give place to that approval which has characterized the attitude of the public in connection with all similar undertakings since the establishment of civil rule.



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# ANNUAL REPORT

OF THE

# COMMISSION TO THE FIVE CIVILIZED TRIBES.

## LEGISLATION AND AGREEMENTS.

Accompanying this report as an appendix (No. 1, p. 53) will be found assembled those laws which have been enacted by Congress affecting the work of the Commission since the creation of this body in 1893. There will also be found such of the agreements negotiated from time to time as have been ratified by Congress and the tribes, together with those concluded in the city of Washington during the past fiscal year, and which at this time await the action of the several tribes.

The first agreement negotiated by the Commission to become effective was that concluded on April 23, 1897, with the Choctaws and Chickasaws, known as the Atoka agreement (30 Stat. L., 495). With respect thereto, the Commission in its eighth annual report used the following language:

> The Atoka agreement (act of June 28, 1898, 30 Stat. L., 495) is inadequate and ambiguous, and affairs within those tribes may not be satisfactorily administered under its provisions. It is essential that a date be fixed for closing the rolls, that some legislation touching upon the rights and benefits of Mississippi Choctaws and upon other matters of somewhat less importance be had if the work of the Government is to proceed satisfactorily.

To remedy these conditions a supplemental agreement was concluded with the Choctaw and Chickasaw representatives during the past fiscal year, and was ratified by act of Congress approved July 1, 1902 (Appendix No. 1, p. 90). This agreement, though somewhat torn and distorted by the contentions of conflicting interests so common to all legislation affecting the affairs of the Five Tribes, embraces provisions far-reaching in effect, and which, if ratified by the tribes, will practically complete the disintegration of the Choctaw and Chickasaw commonwealths and effect the installment of new political and social conditions and land tenures common to the States and Territories.

The legislation enacted by Congress for the administration of the affairs of the Cherokees (Appendix No. 1, p. 103) is not greatly different in effect from that with the Choctaws and Chickasaws, though interests of much less magnitude are at stake. If ratified by the Cherokees, the greatly desired change of land tenures—the conversion of the fee from tribes to the individual members—will have been effected. This has been the paramount aim of the Commission in all its negotiations.

The supplementary agreement with the Creeks (Appendix No. 1, p. 86) is designed to correct certain imperfections which existed in the



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agreement of earlier date, and is of far less importance than the other two. By its terms, however, certain annoying features of existing law are remedied, and its final ratification is highly desirable.

Should all these agreements be ratified by the tribes practically all necessary authority will have been secured for the complete administration of the five estates intrusted to the care of the Commission—an end which has been diligently sought for nearly ten years. The Indian appropriation bill for the fiscal year ending June 30, 1903, carries an appropriation for the Commission's use adequate, it is believed, for the prosecution of its work during the ensuing year and continues the organization unchanged. Should the supplementary Creek agreement fail of ratification by the tribe, the exigency will be in a measure met by the provisions inserted in this bill looking to the enrollment of Creek children and to the descent and distribution of the lands and moneys of that tribe. Provision is also made in this act for the removal of intruders and the placing of the allottees in unrestricted possession of their allotments.

The "just and reasonable share" of each member of the Chickasaw, Choctaw, Creek, and Cherokee nations of Indians to be held pending allotment is fixed, thus enabling the prosecution of excessive land holders. (Appendix No. 1, p. 85.)

## ENROLLMENT OF CITIZENS.

### CHOCTAWS AND CHICKASAWS.

While this report will indicate but little accomplished in the reception of original applications for enrollment as citizens by blood and intermarriage of the Choctaw and Chickasaw nations and as Choctaw and Chickasaw freedmen, nevertheless much progress has been made during the past fiscal year in centralizing and classifying the work. Almost the entire time and energy of this division for the past year has been devoted to placing its records in such condition that when a date is fixed or agreed upon closing the rolls of citizenship of these two tribes there will be the least possible loss of time in submitting the final rolls to the Department for approval.

There still remain unaccounted for a few names which appear upon the tribal rolls submitted by the Choctaw and Chickasaw nations; and while a constant effort has been made to obtain information concerning these "delinquents," it has been with but little success, and when the work of enrollment is finally completed it is probable that a few names will have to be reported as unaccounted for, the result, doubtless, of duplications and inaccuracies on the part of the tribal authorities in the preparation of their rolls.

The right to enrollment as citizens by blood of the Choctaw and Chickasaw nations is derived from one of three sources:

The first and most important of these is through tribal recognition, evidenced by a tribal enrollment, which status, in turn, was attainable through birth or admission. The birthright to enrollment will become extinguished upon the closing of the rolls. The right to enrollment through admission ceased to be attainable through the operation of the act of Congress of June 10, 1896 (29 Stat. L., 321).

Second. Admission by the Commission to the Five Civilized Tribes, under the provisions of the act of Congress of June 10, 1896 (29 Stat. L., 321).

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DOUGLAS H. JOHNSTON, GOVERNOR CHICKASAW NATION.

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Third. Admission by decree of the United States court in Indian Territory on appeal from the decision of the tribal authorities or the Commission to the Five Civilized Tribes, under the provisions of the act of Congress above referred to.

The right to enrollment as citizens by intermarriage of these two tribes is acquired under the treaties with and the laws of these tribes; the increase in membership from this source will cease upon the date fixed for closing the rolls.

There has never been maintained by the tribes any strictly authentic rolls of citizenship of the Choctaw and Chickasaw nations, and the 1896 citizenship rolls of these two tribes, which have been used as a basis in the preparation of the final rolls of the two nations, present many inaccuracies. In numerous instances names of persons appearing thereon were placed there by fraud or without authority of law.

Considerable time and labor have been expended during the past fiscal year in ascertaining the exact status of the persons whose names appear upon such rolls and determining whether they are entitled to enrollment by this Commission under the provisions of the twenty-first section of the act of Congress of June 28, 1898 (30 Stat. L., 495).

The Commission was not aware at the inception of the enrollment of the citizens of these two tribes of the extent of inaccuracies and the irregularities that existed in the tribal rolls which were used as a basis for enrollment by the Commission, and accordingly during the first two years of the progress of this work numerous persons whose citizenship was later to prove questionable applied to the Commission, were identified from the tribal rolls, and regularly listed for enrollment.

At that time both the Choctaw and Chickasaw nations had representatives cooperating with the Commission to the Five Civilized Tribes in the persons of commissioners duly authorized by the tribal authorities to assist in the preparation of rolls of citizenship. In a few instances objection was entered by these representatives of the tribes at the time applications were made, but as they were without tangible evidence to support their contention, all who were prima facie eligible to enrollment were listed subject to further investigation and consideration.

During the past year objection has been urged against a great many so listed, on the ground that their names were placed upon the tribal rolls from which they were identified by fraud and without authority of law. Whenever these objections have been entered, the applicants have been duly advised thereof, a date fixed for the hearing of the contention of the nations, and then notice of such hearing given the applicants. In most instances it has been very difficult, and oftimes impossible, to obtain any reliable information or testimony, either from the nations or from the applicants, upon which such questions could be legally determined. It is probable that to finally adjudicate these cases the Commission will be compelled to detail special representatives to obtain the testimony of well-informed members of the tribes in regard to such matters. It is not believed necessary, however, to take such steps prior to the date fixed for closing the rolls of citizenship.

The Choctaw-Chickasaw enrollment division has to deal with five distinct classes of applications for enrollment, and in this report each will be set forth under the following classifications: Choctaws, Chickasaws, Choctaw freedmen, Chickasaw freedmen, Mississippi Choctaws.

While these classes are so closely affiliated as to make impracticable

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separate and distinct divisions of work, still the detail in the preparation of the separate rolls is so different in each of these classes that it becomes necessary, to a degree, to distribute and disseminate this work under these different heads.

### CHOCTAWS.

During the past fiscal year there have been heard 24 original applications, in which were included 51 persons, for enrollment as citizens by blood of the Choctaw Nation, but none of these applications have up to this time been determined by the Commission. Seventy-three original applications have also been heard of persons for enrollment as citizens by intermarriage of the Choctaw Nation, but none of these applications so received have been determined. Very few of the white men who now present themselves for enrollment as citizens by intermarriage of the Choctaw Nation have complied with the tribal laws by obtaining the requisite tribal license, and, with but few exceptions, the applicants have obtained instead a license from the United States court of the jurisdiction in which they reside.

There have been but few applications made by persons for enrollment as citizens by blood of the Choctaw Nation for the reason that the provision of the act of Congress of May 31, 1900 (31 Stat. L., 221), discourages this class of applicants, and those, therefore, now seeking membership in the Choctaw tribe for the most part apply for identification as Mississippi Choctaws under the provisions of the fourteenth article of the treaty of 1830 and the act of Congress of June 28, 1898 (30 Stat. L., 495). Notwithstanding the discouragement offered to applicants for enrollment as citizens by blood of the Choctaw Nation who have never been recognized by the tribe or admitted to citizenship, the Commission has, during the past fiscal year, heard 12 such applications, in which were included 35 persons, and has considered and disposed of such applications under the provision of the act of Congress of May 31, 1900 (31 Stat. L., 221).

The above statement fully covers all the original personal applications made to the Commission during the past fiscal year, but there has in addition thereto been submitted 833 applications in writing for the enrollment of infant children, born since the application made by their parents. These have been filed and entered of record upon the proper identification of the parents and the children listed for enrollment.

Proofs of death have also been received, filed, and entered of record of 112 persons previously listed for enrollment by the Commission, and who have died since the making of their original applications.

Since the reception of the great majority of applications for enrollment in the Choctaw Nation, numerous conditions have arisen necessitating changes in the records as originally made. Members of the tribe have intermarried, or have changed their places of residence; orphan children have been adopted, and the past year has developed so many changes that it is probable, in order to make an accurate roll of this tribe, that representatives will have to be delegated to obtain as nearly as possible the exact status of the citizens upon the date of the final closing of the rolls of citizenship. It is not believed that the work of this character will involve any serious difficulties, as the information can no doubt be expeditiously obtained.

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## CHICKASAWS.

There has been but little tangible progress shown during the past fiscal year in the prosecution of the work of the enrollment of the citizens of this tribe. With but few exceptions, nearly all of the members of the Chickasaw Nation, both by blood and intermarriage, were listed for enrollment at the time of the Commission's sessions in the field in the fall of 1898 and the summer of 1899.

The names of all persons appearing upon the 1896 Chickasaw tribal roll which was used as the basis of enrollment of the citizens of this nation have been accounted for, but in a few instances no application has been obtained from the persons whose names appear thereon, although they have been definitely located. So vigorously has the work of the location of the persons upon this tribal roll been prosecuted within the past year that it has resulted in the location of certain persons thereon in the States of Colorado and Washington and the Territory of New Mexico.

During the past fiscal year 2 persons have made application for their enrollment and the members of their families, including 3 persons, as citizens by blood of the Chickasaw Nation. Eleven original applications have also been received for enrollment as citizens by intermarriage of the Chickasaw Nation.

The Commission, when answering inquiries relative to the requisites to enrollment in the Chickasaw Nation, has uniformly advised possible applicants the uselessness of the submission of an application unless they had in some manner been recognized by the tribal authorities or had been admitted to citizenship by the Commission to the Five Civilized Tribes or the United States court in Indian Territory under the provisions of the act of Congress of June 10, 1896 (29 Stat. L., 321), but even in the face of such explanation applicants persist in submitting their claims, and we have to report that during the past fiscal year 8 such applications, including 48 persons, have been received, considered, and disposed of under the provisions of the act of Congress of May 31, 1900 (31 Stat. L., 221).

This concludes the statement of original personal applications submitted for enrollment in the Chickasaw Nation; but, in addition thereto, there have been received applications for the enrollment of 258 children, born since application was made by their parents, which applications have been received, filed, and entered of record, upon the sufficient identification of their parents as being listed for enrollment and where the affidavits submitted were in proper form.

Proofs of death of 97 persons, citizens of the Chickasaw Nation and previously listed for enrollment as such, but who have died since the making of their original applications, have also been received, filed, and entered of record when in proper form.

We have in this connection also to state that great assistance has been rendered in this matter by the Chickasaw tribal authorities. It was almost impossible to obtain information of this character owing to the fact that the citizens of this tribe were unwilling to pay the necessary fees incident to the acknowledgment of affidavits concerning the death of persons previously listed for enrollment. We therefore, sometime since, brought the matter to the attention of the governor of the Chickasaw Nation, and requested to be advised if some arrangements could not be made whereby the Chickasaw tribe could provide for the

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payment of the fees incident to the procurement of these affidavits. Our suggestion in this matter met with a prompt and effectual response, and the proofs of death of the Chickasaw citizens that have recently been received at this office indicate that the tribal authorities are energetic in the prosecution of this work.

We have also to report that very similar conditions to those in the Choctaw Nation prevail in the Chickasaw Nation as regards changes affecting the Commission's enrollment records. The original field records of Chickasaw enrollment made by the Commission are now nearly four years old, and since the applicants were listed many changes of names have occurred, the result of marriages and adoptions, and many have changed their places of residence. These, with the constant changes in membership resulting from deaths, births, and intermarriages, have made very difficult the maintenance of correct enrollment data pending the fixing of the date for closing the rolls. We believe that in the final preparation and submission of the rolls of the citizens of this tribe much the same course should be pursued as was suggested in the closing of the Choctaw rolls, and we will, in the event of the ratification of the agreement now pending, and as early as practicable thereafter, delegate representatives to the Chickasaw Nation for the purpose of ascertaining the exact status of the citizens upon the date of the closing of the rolls.

### CHOCTAW FREEDMEN.

The work of the enrollment of the freedmen of the Choctaw Nation was practically completed by the Commission when in the field in the Choctaw and Chickasaw nations in the fall of 1898 and the summer of 1899, and the prosecution of this work since that time has been merely that of ascertaining the deaths of persons previously listed for enrollment and the addition to our records of the names of children born since the applications of parents were made.

A correct determination of the rights of persons to enrollment as Choctaw freedmen has been found quite difficult, owing to the absence of any correct tribal rolls of Choctaw freedmen, to the general lack of intelligence on the part of applicants, and to the fact that the Commission has not had the assistance of representatives of the Choctaw and Chickasaw nations or the Freedmen's Association, from both of which sources very material aid was received during the Commission's field engagements in 1898 and 1899. Applications from this class of claimants have been heard during the past year only at the general offices of the Commission, and there being very few applications it was not practicable for the nations and the organization representing the freedmen to maintain a representative constantly before the Commission. Fortunately a very limited number of applications have been presented, 18 in all, embracing 51 persons.

There have, however, in addition to the above-enumerated original applications, been received, filed, and entered of record the applications for the enrollment of 105 infant children whose parents had previously personally applied to the Commission for enrollment as Choctaw freedmen, and where the affidavits as to the birth of such children were in proper form.

Proofs of death have also been received, filed, and entered of record in the cases of 3 Choctaw freedmen previously listed for enrollment, and who have died since the date of the making of their applications.

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### CHICKASAW FREEDMEN.

The Chickasaw freedmen never acquired unqualified citizenship recognition in the Chickasaw Nation, and as they are without a roll or other authentic record as a basis of enrollment, a determination of their rights to enrollment is an arduous task.

To establish their rights to enrollment, applicants of this class are required to show that they were the slaves or descendants of slaves of recognized members of the Chickasaw tribe during the period covered by the civil war; that they were actually living in the Choctaw-Chickasaw country at the beginning of the hostilities and there remained until after the ratification of the Choctaw-Chickasaw treaty of April 28, 1866, and further that they removed to and made their bona fide residence in the Choctaw-Chickasaw country prior to June 28, 1898.

Owing to the absence of any official records of these Chickasaw freedmen and the unreliability of the testimony offered by such applicants, great care must be exercised in determining whether these persons are actually entitled to be enrolled as Chickasaw freedmen.

As in the case of the Choctaw freedmen, there are but few applications of this character now made, and during the past fiscal year we have to report the reception of only 5, in which were included the rights to enrollment of 10 persons as Chickasaw freedmen.

In addition to the presentation of the original applications above enumerated, 197 infant children have been listed for enrollment as Chickasaw freedmen upon the presentation of proper affidavits as to their birth and the identification of their parents as having been listed for enrollment as freedmen of the Chickasaw Nation.

Proofs of death have also been received, filed, and entered of record of 14 persons previously listed for enrollment as Chickasaw freedmen, but who have died since the time of making original applications for enrollment.

### CHOCTAW AND CHICKASAW APPLICATIONS UNDER THE ACT OF JUNE 10, 1896.

The right to citizenship of nearly 3,000 persons in the Choctaw and Chickasaw nations is dependent upon the action of the Commission to the Five Civilized Tribes and of the United States court in Indian Territory on appeal, under the provisions of the act of Congress of June 10, 1896 (29 Stat. L., 321). It is therefore only equitable and just, both to the applicants and the nations, that a complete and full understanding be had of the action taken by the Commission and the United States court in the cases submitted for adjudication under the above act of Congress. It should be borne in mind that the act limited the Commission to a period of ninety days in determining the citizenship of all applicants in the Five Civilized Tribes, and, with the inexperienced and inadequate clerical assistance available at that time, it was not possible to adjudicate all cases presented with that degree of care which matters of such grave importance merit.

To remove all doubt as to the proceedings had under this law, the Commission has within the past year redocketed the entire record of cases submitted under the act of Congress of June 10, 1896 (29 Stat. L., 321). Records for this purpose have been prepared and all original petitions, exhibits, affidavits and other documents that were submitted in 1896 have been thoroughly inspected and a brief made of



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each case showing the actual parties applicant in 1896, the decisions or judgments rendered by the Commission to the Five Civilized Tribes upon such applications, and, if an appeal was taken from such decisions, the manner in which the appeal was perfected and the subsequent action of the United States court in Indian Territory in the adjudication of such cases.

In the eighth annual report for the fiscal year ended June 30, 1901, the Commission included a brief statement as to the applications for Choctaw and Chickasaw citizenship received, considered, and disposed of under the act of Congress of June 10, 1896 (29 Stat. L., 321), but, as a result of the redocketing of these cases during the past fiscal year certain modifications in the statement then made are found necessary, and we have now to submit the following as a complete and accurate statement of the number of applications received by the Commission under the act above referred to, the disposition thereof, and such action as has been taken on the cases appealed to the United States court in Indian Territory:

CHOCTAW 1896 CASES.

| | | |
|---|---|---|
| Number of persons embraced in applications for citizenship in the Choctaw Nation received by the Commission to the Five Civilized Tribes under the act of Congress of June 10, 1896 (29 Stat. L., 321) | | 7,137 |
| Number of persons admitted to citizenship in the Choctaw Nation by the Commission | 1,268 | |
| Number of persons rejected by the Commission | 5,848 | |
| Number of persons included in applications dismissed | 21 | |
| | | 7,137 |

| | | |
|---|---|---|
| Number of persons embraced in cases appealed from the decision of the Commission to the United States court in Indian Territory, by both the Choctaw Nation and by applicants | | 2,715 |
| Number of persons admitted to citizenship in the Choctaw Nation by the United States court on appeal from the decision of the Commission | 1,772 | |
| Number of persons denied citizenship in the Choctaw Nation by the United States court on appeal from the decision of the Commission | 943 | |
| | | 2,715 |

CHICKASAW 1896 CASES.

| | | |
|---|---|---|
| Number of persons embraced in applications for citizenship in the Chickasaw Nation received by the Commission to the Five Civilized Tribes under the act of Congress of June 10, 1896 (29 Stat. L., 321) | | 1,812 |
| Number of persons admitted to citizenship in the Chickasaw Nation by the Commission | 318 | |
| Number of persons denied citizenship in the Chickasaw Nation by the Commission | 1,494 | |
| | | 1,812 |

| | | |
|---|---|---|
| Number of persons embraced in cases appealed from the decision of the Commission to the United States court in Indian Territory, by both the Chickasaw Nation and by applicants | | 891 |
| Number of persons admitted to citizenship in the Chickasaw Nation by the United States court on appeal from the decision of the Commission | 728 | |
| Number of persons denied citizenship in the Chickasaw Nation by the United States court on appeal from the decision of the Commission | 163 | |
| | | 891 |

After the rendition of the judgments of the United States courts for the southern and central districts, Indian Territory, it early developed that the names of numerous persons included in such decrees

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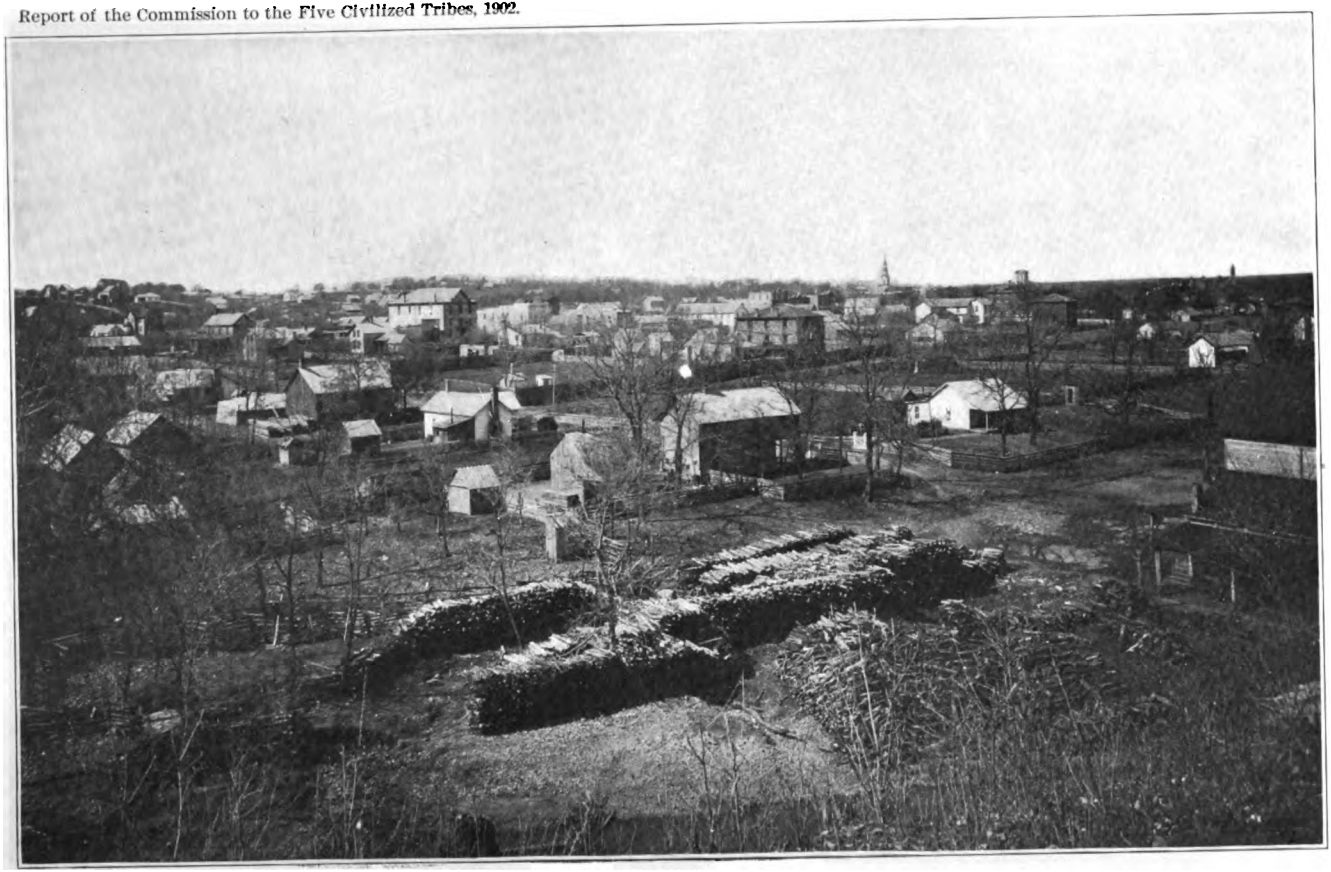

BIRD'S-EYE VIEW OF TAHLEQUAH.

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were not in the original petition as submitted to this Commission. This matter was presented to the presiding judges of these two courts and by subsequent orders many judgments were thus re-formed and the names of the persons erroneously interpolated in the appeals were stricken from such judgments. The United States court for the central district of Indian Territory by such orders eliminated 14 persons admitted to Choctaw citizenship by judgments theretofore rendered, while the United States court for the southern district of Indian Territory ordered the names of 70 persons admitted to Choctaw citizenship and the names of 106 persons admitted to Chickasaw citizenship stricken from the original judgments.

A correct statement of the persons admitted to citizenship in the Choctaw and Chickasaw nations, by judgments of the United States courts for the central and southern districts, Indian Territory, is as follows:

| | | |
|---|---|---|
| Number of persons admitted to citizenship in the Choctaw Nation | | 1,772 |
| Number of persons eliminated from judgments | | 84 |
| Actual number of persons admitted to Choctaw citizenship | | 1,688 |
| Number of persons admitted to citizenship in the Chickasaw Nation | 728 | |
| Number of persons eliminated from judgments | 106 | |
| Actual number of persons admitted to Chickasaw citizenship | | 622 |
| Total | | 2,310 |

This shows 2,310 persons holding judgments of the United States court in Indian Territory whose rights are now submitted for redetermination by the terms of the agreement between the United States and the Choctaw and Chickasaw nations, as ratified by the act of Congress of July 1, 1902.

It must, however, be borne in mind that numerous children born to the persons so admitted since the filing of their applications in 1896 have also been listed for enrollment by the Commission as citizens of these two tribes. It is not deemed advisable at this time, in view of the creation of the citizenship court, to enter into any discussion as to the future disposition or the present status of this class of citizens. Final adjudication of their rights has by recent legislation been submitted to this new court, and it is left to it to determine the existing controversies between the applicants and the nations, and the Commission will suspend any further action in regard to this class of persons until the questions now under consideration are finally determined.

In view, however, of the fact that these persons have been admitted to citizenship in these two tribes by judgments of the United States court in Indian Territory, the Commission in the preparation of its rolls can not do otherwise than obey the mandates of these courts, and, until final disposition of their rights by the "citizenship court" recently created, will list them for enrollment as citizens of these two tribes and has, therefore, included them in this report.

## CLASSIFICATION OF CHOCTAW AND CHICKASAW APPLICATIONS.

For the information of the Department there is here entered a detailed statement of the total number of applicants for enrollment as citizens of the Choctaw and Chickasaw nations and as freedmen of the

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Choctaw and Chickasaw nations, as appears from our records on June 30, 1902:

CHOCTAWS.

| | |
|---|---|
| Number of persons listed for enrollment as citizens by blood of the Choctaw Nation and identified from the tribal rolls | 12,326 |
| Number of children listed for enrollment as citizens by blood of the Choctaw Nation born since the preparation of the last tribal roll, and whose parents appear thereon | 2,769 |
| Number of persons listed for enrollment as citizens by blood of the Choctaw Nation admitted to Choctaw citizenship by the Commission to the Five Civilized Tribes under the act of Congress of June 10, 1896 (29 Stat. L., 321) | 91 |
| Number of children listed for enrollment as citizens by blood of the Choctaw Nation born since the admission of their parents by the Commission to the Five Civilized Tribes | 22 |
| Number of persons listed for enrollment as citizens by blood of the Choctaw Nation admitted to Choctaw citizenship by judgments of the United States court in Indian Territory | 1,654 |
| Number of children listed for enrollment as citizens by blood of the Choctaw Nation born since the admission of their parents by the United States court, and whose rights to enrollment are dependent thereon | 550 |
| Number of persons listed for enrollment as citizens by intermarriage of the Choctaw Nation, identified from the tribal rolls | 648 |
| Number of persons listed for enrollment as citizens by intermarriage of the Choctaw Nation admitted by the Commission to the Five Civilized Tribes | 82 |
| Number of persons listed for enrollment as citizens by intermarriage of the Choctaw Nation, admitted by the United States court in Indian Territory | 87 |
| Number of persons listed for enrollment as citizens by intermarriage of the Choctaw Nation as having married in accordance with the tribal laws, but not on tribal rolls and never admitted | 327 |
| Number of persons applicants for enrollment as citizens by blood of the Choctaw Nation classified as "doubtful" | 751 |
| Number of persons applicants for enrollment as citizens by blood of the Choctaw Nation not on rolls and never admitted classified as "refused" | 611 |
| Number of persons applicants for enrollment as citizens by intermarriage of the Choctaw Nation classified as "doubtful" | 504 |
| Number of persons applicants for enrollment as citizens by intermarriage of the Choctaw Nation not married in conformity with the tribal laws and classified as "refused" | 376 |
| Number of persons applicants for enrollment as citizens by blood of the Choctaw Nation classified as "refused" under the act of Congress of May 31, 1900 (31 Stat. L., 221) | 237 |
| Total | 21,035 |

CHICKASAWS.

| | |
|---|---|
| Number of persons listed for enrollment as citizens by blood of the Chickasaw Nation and identified from the tribal rolls | 4,229 |
| Number of children listed for enrollment as citizens by blood of the Chickasaw Nation born since the preparation of the last tribal roll and whose parents appear thereon | 1,118 |
| Number of persons listed for enrollment as citizens by blood of the Chickasaw Nation admitted to Chickasaw citizenship by the Commission to the Five Civilized Tribes under the act of Congress of June 10, 1896 (29 Stat. L., 321) | 24 |
| Number of children listed for enrollment as citizens by blood of the Chickasaw Nation born since the admission of parents and whose parents were admitted by the Commission to the Five Civilized Tribes | 2 |
| Number of persons listed for enrollment as citizens by blood of the Chickasaw Nation admitted to Chickasaw citizenship by judgments of the United States court in Indian Territory | 416 |
| Number of children listed for enrollment as citizens by blood of the Chickasaw Nation born since the admission of parents by the United States court and whose rights to enrollment are dependent thereon | 168 |
| Number of persons listed for enrollment as citizens by intermarriage of the Chickasaw Nation identified from the tribal rolls | 304 |

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| | |
|---|---|
| Number of persons listed for enrollment as citizens by intermarriage of the Chickasaw Nation admitted by the Commission to the Five Civilized Tribes | 25 |
| Number of persons listed for enrollment as citizens by intermarriage of the Chickasaw Nation admitted by the United States court in Indian Territory | 158 |
| Number of persons listed for enrollment as citizens by intermarriage of the Chickasaw Nation as having married in accordance with the tribal laws, but not on tribal rolls and never admitted | 111 |
| Number of persons applicants for enrollment as citizens by blood of the Chickasaw Nation classified as "doubtful" | 175 |
| Number of persons applicants for enrollment as citizens by blood of the Chickasaw Nation not on rolls and never admitted classified as "refused" | 283 |
| Number of persons applicants for enrollment as citizens by intermarriage of the Chickasaw Nation classified as "doubtful" | 242 |
| Number of persons applicants for enrollment as citizens by intermarriage of the Chickasaw Nation not married in conformity with the tribal laws, classified as "refused" | 30 |
| Number of persons applicants for enrollment as citizens by blood of the Chickasaw Nation classified as "refused" under the act of Congress of May 31, 1900 (31 Stat. L., 221) | 90 |
| Total | 7,375 |

CHOCTAW FREEDMEN.

| | |
|---|---|
| Number of persons applicants for enrollment as Choctaw freedmen classified as "listed" | 4,011 |
| Number of persons applicants for enrollment as Choctaw freedmen classified as "doubtful" | 366 |
| Number of persons applicants for enrollment as Choctaw freedmen classified as "refused" | 56 |
| Total | 4,433 |

CHICKASAW FREEDMEN.

| | |
|---|---|
| Number of persons applicants for enrollment as Chickasaw freedmen classified as "listed" | 5,667 |
| Number of persons applicants for enrollment as Chickasaw freedmen classified as "doubtful" | 236 |
| Number of persons applicants for enrollment as Chickasaw freedmen classified as "refused" | 8 |
| Total | 5,911 |

## PREPARATION OF DECISIONS.

The reception of applications for enrollment as citizens of the Choctaw and Chickasaw nations, the proper recording thereof, the indexing, carding, and necessary work incident thereto, has been delegated to a subdivision of the Choctaw-Chickasaw enrollment division, while the preparation of the decisions has been assigned to law clerks. In the preparation of decisions in the Choctaw and Chickasaw enrollment cases, the law clerks are furnished the original applications and all exhibits, affidavits, and other documents filed therewith, together with a statement showing whether the applicants have ever been enrolled or in any manner recognized by the tribal authorities as citizens of the tribe in which they claim right to enrollment, or admitted to citizenship by either the tribal authorities, the Commission to the Five Civilized Tribes, or the United States court in Indian Territory. This entirely eliminates from the preparation of the decisions all work purely clerical. The statements relative to tribal recognition and enrollment and admission to citizenship are

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always verified before being submitted to the law clerks. The preparation of these decisions was not instituted until the month of January, 1902. The cases that have been under consideration are the claims of applicants for enrollment as citizens of the Choctaw and Chickasaw nations designated as "doubtful" and "refused." Each application has been carefully indexed and docketed as a case to be adjudicated, and the exhibits filed in each case are carefully considered and all steps in the disposition of the case entered upon the docket from time to time.

In a number of these cases it has been found necessary to obtain additional testimony on the various points presented, to the end that the record in each case would be in itself complete and would present for consideration and review, intelligently and lucidly, the various issues of law and fact involved. When the record in a case is completed, it is taken up for consideration and decision, and all the evidence presented and exhibits filed are carefully examined and the rights of the applicant determined, under the evidence presented, in accordance with the citizenship laws, usages and customs of the tribe, and the various acts of Congress relating thereto.

The apparent conflict of the tribal laws with the various treaties made between the tribes and the United States Government, coupled with the ambiguity which exists occasionally in the treaties themselves, has rendered this undertaking laborious and vexatious.

The duty imposed upon the Commission by the twenty-first section of the act of Congress of June 28, 1898 (30 Stat. L., 495), "* * * to make correct rolls of the citizens by blood * * *" of the Choctaw and Chickasaw nations—

> * * * eliminating from the tribal rolls such names as may have been placed thereon by fraud or without authority of law, enrolling such only as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to Choctaw and Chickasaw citizenship under the treaties and the laws of said tribes—

is an arduous one. The enrolling of those who "* * * have a lawful right thereto * * *" involves many intricate questions, while the granting of citizenship to "* * * such intermarried white persons as are entitled thereto under the treaties and the laws of said tribes," opens up a field of discussion almost limitless.

The tribal authorities have from time to time enacted laws for the preservation of certain formalities in marriages between noncitizens and members of the tribes and provided for the forfeiture of citizenship in the event of subsequent marriage after the death of the Choctaw or Chickasaw wife or husband of such intermarried citizen to a noncitizen. The question of whether these laws are applicable only to male citizens by intermarriage, or whether the penalty for nonobservance extends also to the female intermarried citizens, and numerous other similar questions, have been found very difficult of determination under the laws, construction, and verbiage of the tribal enactments.

It is the desire and the purpose of the Commission in the preparation of decisions in these cases to promulgate them in accordance with the principles of equity and justice, and the real purpose, spirit, and intent of the tribe, so that when finally adjudicated no reasonable claim of injustice or erroneous action can be urged. The mere technicalities of the law are made subservient to the purpose, spirit, and intent of the acts of Congress, treaties, tribal laws, customs, and usages considered in connection with the evidence in each case.

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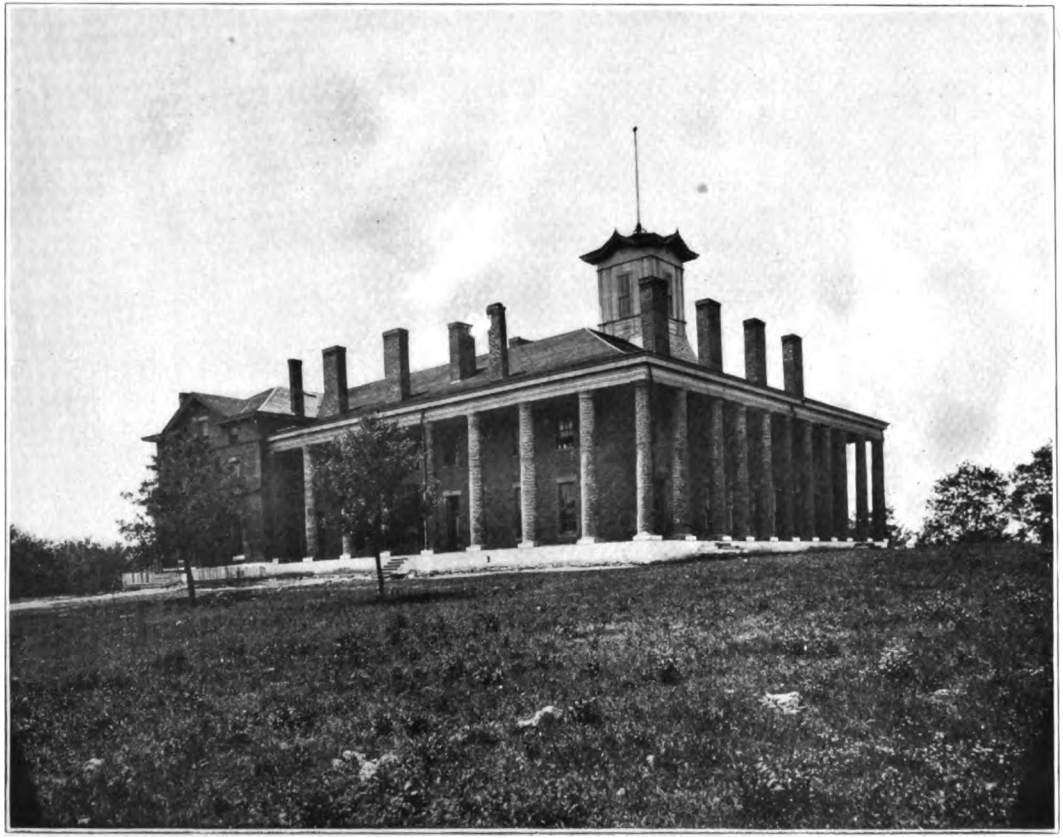

MALE SEMINARY, TAHLEQUAH.

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The questions involved in the preparation of these decisions are too varied to permit of an exhaustive review of the conditions that confront the Commission in this branch of its work.

The applications of persons not on the tribal rolls and never admitted to citizenship are expeditiously determined under the provisions of the act of Congress of May 31, 1900 (31 Stat. L., 221), and the Commission has in this respect to report that decisions in 83 such cases have been rendered, denying the right of enrollment to 233 persons. The memoranda of these applications, together with the decisions of the Commission have been forwarded to the Department for review, and, with the exception of two, they have been affirmed. These two unaffirmed cases, one of Martha Ann Jones et al., and the other of Joel Brooks et al., in which are included the applications of 10 persons for enrollment as citizens of the Choctaw Nation, have been remanded by the Department for further hearing and an expression of the views and opinion of the Commission upon certain questions involved therein. The rehearing of these two cases directed by the Department has been granted the applicants, and they have personally appeared and testified upon the points involved, but no further disposition has been made of these applications pending the determination of the question of the right to enrollment of white persons as citizens of the Choctaw and Chickasaw nations by virture of their marriages to white persons who at one time were married to recognized and enrolled citizens by blood of the tribes.

In the disposition of Choctaw and Chickasaw enrollment cases heard prior to the approval of the act of Congress of May 31, 1900 (31 Stat. L., 221), involving the question of intermarriage and tribal recognition of the applicants, there have been prepared during the past fiscal year 404 decisions, in which were included the applications for enrollment as citizens of these two tribes of 919 persons. Of the decisions so prepared, 197 refusing the applications of 475 persons for enrollment as citizens of the Choctaw and Chickasaw nations have been forwarded the Department, and up to and inclusive of June 30, 1902, 179 of such cases, including the applications of 418 persons, have been affirmed by the Secretary of the Interior, while 6 cases have been remanded for further hearing and for expression of views of the Commission upon certain questions presented.

It has been our endeavor in the preparation of decisions to first dispose of that class of applicants who are in no manner entitled to recognition and enrollment, and to clear the way for the proper preparation and disposition of that class of claims possessing most merit. It is not planned to prepare decisions in those cases where the applicants have always been recognized and enrolled by the tribal authorities and properly identified by the Commission from the tribal rolls, and who have always resided in the nation in which they claim citizenship. It is considered impracticable at this time to render final decisions in cases involving the right to enrollment of citizens by intermarriage of these two tribes, for the reason that there is not at this time effective any date upon which can be determined the final status of this class of applicants. White persons may still, under the tribal laws, acquire intermarried rights in these two nations; the numerous tribal laws relative to desertion, divorce, and separation are still effective, and, as the roll now being prepared is to be final, we must determine the status of these intermarried persons upon the date fixed for closing the rolls.

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## MISSISSIPPI CHOCTAWS.

The greater part of the labor of this division for the past fiscal year has been devoted to the reception, consideration, and disposition of applications of persons for identification as Mississippi Choctaws. A more marked progress has been exhibited in this than in any other branch of the work of the division.

It has been our earnest endeavor to afford to every applicant an opportunity for the best presentation of his claim; and for this purpose we have, at great inconvenience and expense, sent representatives to the Choctaw Nation and to various parts of the State of Mississippi for the purpose of receiving these applications, as will later appear.

The duty imposed by the twenty-first section of the act of Congress of June 28, 1898 (30 Stat. L., 495)—

> Said Commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the treaty between the United States and the Choctaw Nation, concluded September twenty-seventh, eighteen hundred and thirty * * *—

is not a simple one. Contrary to all usages of judicial or quasi-judicial bodies created for the adjudication of claims, this Commission is placed in the position of not alone being the recipient and the adjudicator of these applications for identification as Mississippi Choctaws, but must as well act as the prosecutor for the applicants in the furtherance of their claims. Not only do we receive the applications of an ignorant, untutored class, but, in order to determine the finality of their rights, we seek out for them and settle the question of their rights under this provision of law.

From July 1, 1901, to October 31, 1901, all applicants for identification as Mississippi Choctaws who desired to present their claims in Indian Territory were heard at the office of the Commission at Atoka, Choctaw Nation, Ind. T., and during that period there were heard at the Atoka office applications in which were embraced 2,192 persons.

The general character of applicants who presented themselves at the Atoka office was that of apparent white persons, with a small percentage of applicants showing traces of negro blood.

The termination of the hearing of applications at the Atoka office and the removal of the records from that place to the general office at Muskogee was made necessary by reason of the consolidation of Mississippi Choctaw applications and the advisability of having all records pertaining to Mississippi Choctaws centralized. The Atoka office was, therefore, closed on October 31, 1901, and from November 1, 1901, up to the close of the fiscal year ended June 30, 1902, claimants making their applications in Indian Territory have been heard at the general office in Muskogee, Ind. T., and during that period there have been heard applications for identification as Mississippi Choctaws embracing 4,503 persons.

## APPLICANTS IN MISSISSIPPI.

From April 1, 1901, to April 30, 1902, the Commission had representatives in the State of Mississippi for the purpose of hearing applications for identification as Mississippi Choctaws. In addition to the reception of original applications, they devoted a great deal of time to obtaining reliable information concerning the full-blood Choctaw resi-

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dents of that State. This party held sessions daily in the United States court-house in Meridian, Lauderdale County, Miss., from July 1, 1901, to October 10, 1901, and during that period there were heard by the examiners assigned to this office applications in which were embraced 1,393 persons.

During the summer of 1901, while the Meridian, Miss., office was being maintained, it developed and was clearly demonstrated that it would be impossible to secure the personal appearance of full-blood Choctaw Indians at the Meridian office, and after this matter had been most carefully considered, it was deemed advisable to provide for a field party to visit those localities in the State of Mississippi where full-blood Indians reside. For this purpose a party was organized consisting of an examiner, 2 stenographers, a clerk, and 2 interpreters, and a camp outfit provided with a teamster and cook. This party left Meridian on October 11, 1901, and visited various localities inhabited by full-blood Choctaw Indians in Jasper, Newton, Scott, Leake, and Neshoba counties, Miss. During this trip, which covered a period of some three months, this party established headquarters at the following places: Paulding, county seat of Jasper County; Hero, Newton County; Decatur and Conehatta, Newton County; Hays, Scott County; Carthage, Leake County, and Edinburg, Neshoba County.

Only a few persons other than full-blood Choctaw Indians appeared before the representatives of the Commission during this trip, and the party was fortunate in being able to devote the entire time to securing the applications of and information regarding full-blood Choctaw Indians, residents of that State.

A great deal of difficulty was experienced on account of the timid and suspicious character of the Choctaw Indians in Mississippi, and but few of them could be induced to make personal appearance as applicants. The plan pursued by this party during the three months' period was to locate camp in a neighborhood inhabited by full bloods, and then send interpreters to visit the different families residing in the locality and endeavor to induce them to appear before the representatives of the Commission. If no results were obtained in this manner, the examiner would then, in company with an interpreter and stenographer, visit the Indians at their homes and there obtain the desired information. In many instances, however, the Indians absolutely refused to be sworn and testify or have communication of any character with our representatives, and in this class of cases information was obtained from the interpreters who were able to give the names of the Indians and their families, their residence, and much other data that was helpful in making proper records.

The full-blood Indian in Mississippi is suspicious of all transactions with the Government. There is a feeling existing among these people that they have been oppressed and downtrodden in any and all of their transactions with the United States, and the belief now exists among them that any dealings they might have with the Government would only be to their detriment, and this has made them doubly distrustful of all attempts made to alleviate their condition.

For the past six or eight years these Indians have been solicited and importuned by agents and attorneys to enter into contracts providing in some manner for the relinquishment of a portion of what they might receive in the event of their enrollment as citizens of the Choctaw Nation, and, therefore, they are not wholly to be blamed for this exhibition of feeling toward the representatives of the Government and

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white men in general. We believe, however, that this three months' trip resulted in the obtaining of most valuable information concerning these Indians, and that in the event of the adoption of the full-blood Choctaw Indians as "Mississippi Choctaws," the data thus obtained will enable the Commission to prepare a very complete roll of Choctaw Indians in Mississippi.

On January 13, 1902, the field work was temporarily suspended in order that the party in Mississippi might fulfill an advertised appointment in Meridian from January 15 to February 17, 1902.

During this Meridian appointment in January and February, 1902, but few Indians presented themselves, the majority of claimants being apparently negroes with a small degree of Indian blood.

It was, therefore, considered advisable to terminate this appointment as soon as practicable, and accordingly on February 17, 1902, the field work was again resumed and the party as originally outlined operated in Neshoba and Kemper counties, Miss., until April 13, 1902.

In these counties considerable difficulty was experienced in obtaining the applications of Indians. In the northeast section of Neshoba County is a settlement of Choctaw Indians known as the "Bogue Chitto" band, a suspicious, unenlightened class of Indians, who are repugnant to any advances made by the Government, and it was almost impossible to obtain applications from any of the Indians in this locality, though nearly a month was devoted to the obtaining of information regarding them. They are beyond doubt full-blood Choctaws, and are unquestionably the descendants of Choctaw Indians who resided in Mississippi at the time of the treaty of 1830. They have never removed from the locality in which they are now living, and are clannish, suspicious, and loath to have any dealings or transactions with white persons.

During this latter field trip the party established headquarters and heard applications at the following places: Philadelphia, Neshoba County; Seale, Neshoba County; and Toles, Kemper County.

The exact number of applications received at these several appointments can not be stated, owing to the fact that the majority of the applications thus obtained were secured by visiting the homes of these Indians, but there is included in this report a detailed statement of all applications for identification as Mississippi Choctaws heard during the past fiscal year, including the applications heard by the field party in the State of Mississippi.

At the conclusion of the field trip the party returned to Meridian, where an appointment was maintained from April 14 to April 30, 1902, inclusive. This appointment was extensively advertised throughout the State of Mississippi, and also in adjoining counties in Alabama and Louisiana, as the final appointment to be held by the Commission in the State of Mississippi, and the notice specifically stated that at the conclusion of that appointment the party then operating in the State would be permanently withdrawn.

While our report will show only the number of original applications received and the number of persons included therein, there was, in addition thereto, heard a great deal of testimony of witnesses who appeared in behalf of applicants, and the employees of the Commission were zealous in obtaining information of any character that would aid in any way the identification of full-blood Choctaw Indians under the provisions of the act of Congress of June 28, 1898 (30 Stat. L., 495).

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We found in nearly every instance where an application was obtained from these full bloods, that a contract of some character had been entered into between the Indians and attorneys, or agents, who had convinced them that it was necessary to secure their services as such attorneys or agents in order to receive any benefits as Mississippi Choctaws. These contracts in some instances provide for a specific sum to be paid to the attorneys upon the Indians being enrolled, while others relinquish to the attorneys or their assignees one-half of all that these Indians may receive upon being enrolled and receiving an allotment of lands in the Choctaw-Chickasaw country in Indian Territory.

The following is a detailed statement of the total number of applications for identification as Mississippi Choctaws received by the Commission to the Five Civilized Tribes to the close of the fiscal year ended June 30, 1902:

| Applications. | Number of cases. | Number of applicants. |
|---|---|---|
| Heard prior to July 1, 1901 | 2,794 | 9,476 |
| Heard at Atoka, Ind. T., from July 1, 1901, to Oct. 31, 1901, inclusive | 699 | 2,192 |
| Heard at the general office at Muskogee from Nov. 1, 1901, to June 30, 1902, inclusive | 1,320 | 4,503 |
| Heard at Meridian, Miss., from July 1, 1901, to Oct. 10, 1901, inclusive | 415 | 1,393 |
| Heard in field, State of Mississippi, from Oct. 11, 1901, to Jan. 14, 1902, inclusive | 175 | 464 |
| Heard at Meridian, Miss., from Jan. 15 to Feb. 17, 1902, inclusive | 216 | 715 |
| Heard in field, State of Mississippi, from Feb. 21 to Apr. 13, 1902, inclusive | 161 | 464 |
| Heard at Meridian, Miss., from Apr. 14 to Apr. 30, 1902, inclusive | 170 | 584 |
| Total | 5,950 | 19,791 |

## CONSOLIDATION OF MISSISSIPPI CHOCTAW APPLICATIONS UNDER COMMON ANCESTORS.

The consolidation of Mississippi Choctaw applications in families was instituted in August, 1901, under the instructions of the Department, expressed in a letter of the Secretary of the Interior, June 10, 1901, remanding the Mississippi Choctaw case of Lizzie Woodard, and the letter of the Commissioner of Indian Affairs of July 25, 1901, which, with others, remanded for further investigation the case of Lucinda Hibdon et al. The system which has been adopted to carry the Department's wishes into effect is as follows:

The examiner receiving the application, in addition to hearing the testimony, also indexes under the head of "Common ancestor" all applicants appearing before him. The maintenance of a common-ancestry record has greatly facilitated the work in the consolidation of these cases. In numerous instances we have found a period of a year elapsing between applications made by persons claiming from the same common ancestor.

The applications with this information are then submitted to clerks who carefully review the testimony of all applicants claiming from one common ancestor, prepare family trees showing relationship, and submit a short brief of the entire case, clearly setting forth whether or not any attempt is made to show compliance on the part of the common ancestor with the provisions of the fourteenth article of the Choctaw treaty of 1830. This work is necessarily exacting and requires great care. It has progressed to the extent that we can now report that 3,032 original applications, including those applications in which decisions have been previously rendered, have now been consol-

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idated, family trees prepared, and submitted to the law clerks for the preparation of decisions.

Often it is found that individual applications are presented where no connection can be traced to any person who has before applied for identification as a Mississippi Choctaw, while in numerous other instances family connections are so well established that we have been able, in some cases, to consolidate the claims of from 200 to 300 persons as the descendants of the same common ancestor. As an example of this class of work there is appended to this report a family tree showing all applicants claiming right to identification as Mississippi Choctaws as the descendants of Rachel Fulsom. (Exhibit No. 7, page 164.)

DECISIONS IN MISSISSIPPI CHOCTAW CASES.

In the preparation of decisions in Mississippi Choctaw cases the Commission has to report that the law force of this division was organized January 15, 1902, by the assignment of two law clerks and two stenographers to this work, and such force has from time to time been increased until at the present time there are employed in the preparation of such decisions six law clerks and six stenographers. These are under the supervision of a principal law clerk, to whom are delivered the consolidated cases, family trees, and the briefs for the preparation in these cases. The cases are then distributed and decisions prepared in the following manner:

The testimony is first carefully reviewed and all applicants claiming from the same common ancestor noted. A search is then made among the records in the possession of the Commission of persons who complied or attempted to comply with the provisions of the fourteenth article of the treaty of 1830, and of persons who heretofore were claimants to rights under article 14 to either of the Commissions authorized to adjudicate such claims under the acts of Congress of March 3, 1837 (5 Stat. L., 180), and August 23, 1842 (5 Stat. L., 513), to ascertain if such common ancestor was in any manner a beneficiary under the provisions of that clause of the treaty. Not only does this examination of the records extend to the common ancestor through whom the applicants claim, but also includes a search for the names of any less remote ancestors, or any of the applicants themselves, provided they were living at the time of the conclusion of the treaty of 1830.

In addition to the records in the possession of the Commission of those persons who complied, or whose rights under article fourteen were favorably adjudicated, the Commission also has in its possession indices of all the official records of the United States Government relating to compliance on the part of the Choctaw Indians with the fourteenth article of the treaty of 1830. The original records pertaining thereto are now in the possession of the Indian Office, but are accessible to the Commission, and have in many instances been obtained for the proper adjudication of certain of these claims.

At the inception of this work, all testimony, affidavits, and documents of every character were reviewed and the materiality of each passed upon; but recently, in the disposition of these cases, in the event that the name of the common ancestor of the applicant does not appear as a beneficiary under the fourteenth article of the treaty of 1830, such evidence as has been submitted, merely tending to show the fact of the applicant's having Choctaw blood, but not bearing upon the question

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under consideration, has been considered immaterial and irrelevant, and the investigation has been strictly confined to the compliance on the part of the applicant's ancestor with the fourteenth article of the treaty of 1830.

This work has progressed to the extent that we can now report decisions prepared covering 1,949 original applications for identification as Mississippi Choctaws, in which are included 6,358 persons. Of this number of original applications decided, 1,281, including 4,136 persons, have been forwarded to the Department. Of the cases thus forwarded, 620, including 1,984 persons, have been affirmed by the Secretary of the Interior, while 22 original applications, in which were included the rights to identification as Mississippi Choctaws of 85 persons, have been remanded for additional hearing and an expression of the views of the Commission upon certain questions involved therein.

As early as the fall of 1900 there were prepared decisions of a general character in Mississippi Choctaw cases which were based upon the records made by the Commission prior to that time. These decisions were prepared upon the theory that the applicant should make his case, and when applying for identification as a Mississippi Choctaw should conclusively show that he was the descendant of a fourteenth article beneficiary as defined by the act of Congress of June 28, 1898. (30 Stat. L., 495.)

Decisions of this character were prepared in some 800 cases and were forwarded the applicants by registered mail, refusing the applications for identification as Mississippi Choctaws, and each stated that the Commission was of the opinion that the applicants had shown no proof of compliance with the provisions of article 14 of the treaty of 1830. Of this class of cases, together with the decisions attached thereto, the Commission on December 3, 1900, forwarded the Department 154, and on March 3, 1901, 5 such additional cases were forwarded; and again on June 15, 1901, 2 other cases of this character were forwarded for review. Of the 161 cases so forwarded the decisions of the Commission in 16 were affirmed by the Secretary of the Interior during the past fiscal year; 1 such case has been returned to the Commission upon the request made therefor, and the remaining 144 cases were remanded by the Department for further hearing and consideration in accordance with departmental instructions, returning the Mississippi Choctaw cases of Lizzie Woodard and Lucinda Hibdon et al. previously referred to in this report.

Upon the return of these cases the Commission found that numerous corelatives of these applicants had also presented their claims for identification as Mississippi Choctaws, and thereupon all cases so related were consolidated under the head of one common ancestor. The applicants, as well as their attorneys, were then notified of the remanding of these cases and a date set for the further consideration thereof, notice of which was also given the attorneys for the Choctaw and Chickasaw nations. This work was carried on during the months of November and December, 1901, and January and February, 1902, and we now have to report respecting the cases so remanded by the Department, together with those affiliated therewith, that additional proceedings have been had, the records completed, decisions prepared, and the cases returned to the Department for review.

No decisions have been prepared in those cases where the record, the evidence, and all indications point to the applicants being full-blood

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Choctaw Indians, the further consideration of this character of cases being suspended until final action is taken upon the agreement between the United States and the Choctaw and Chickasaw nations, ratified by the act of Congress of July 1, 1902.

Several questions have been encountered that required determination by the commission before it became possible to submit decisions. One point especially that has received much consideration relates to the ancestor of the applicants who must have complied with the provisions of the fourteenth article of the treaty of 1830 in order that claimants may now receive benefits. The Commission has held that in order for applicants to be identified as Mississippi Choctaws under the fourteenth article of the treaty of 1830 they may not inferentially show, but must reasonably demonstrate, that they are direct lineal descendants of a Choctaw who was living at the date of the treaty of 1830, and who complied, directly or indirectly, with the provisions of the fourteenth article, or who was adjudged a beneficiary thereunder. The applicants may not rely upon the compliance of a remote ancestor if at the time of the treaty there was living an ancestor less remote than the one through whom they claim. In that event the proof of compliance must be shown on the part of such nearest ancestor irrespective of whether he or she was the head of a family at that time, or a minor child, who must have been represented in such compliance by his or her parents or guardians.

The possible adoption of the full-blood Indians, as contemplated by the agreement between the United States and the Choctaw and Chickasaw tribes passed by the act of Congress of July 1, 1902, makes it desirable to defer any further action in this class of cases, but in the determination of the applications of other persons—those of mixed bloods and the great army of apparently white persons who have submitted their claims within the past two years—the Commission is bound by the conclusions reached by the Assistant Attorney-General of the Interior Department, in his opinion of December 3, 1901, wherein he holds:

> There is no escape from the conclusion that the provisions in the act of June 28, 1898, contemplated the identification of only those " * * * Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the treaty between the United States and the Choctaw Nation, concluded September twenty-seventh, eighteen hundred and thirty. * * * ."

Such other evidence as may be presented which does not bear directly upon the compliance on the part of the ancestor with the provisions of the fourteenth article of the treaty of 1830 is, in our opinion, immaterial and irrelevant, and should not enter into the determination of the cases.

## CHEROKEES.

### CITIZENS BY BLOOD AND INTERMARRIAGE.

Much difficulty having been experienced by the Commission in effecting agreements with the several tribes which should enable the citizenship rolls to be closed, Congress, in the Indian appropriation bill of March 3, 1901 (31 Stat. L., 1073), embodied legislation calculated to overcome this obstacle. The provision referred to is as follows:

> * * * the Secretary of the Interior is authorized and directed to fix a time by agreement with said tribes, or either of them, for closing said roll, but upon fail-

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T. M. BUFFINGTON, PRINCIPAL CHIEF, CHEROKEE NATION.

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ure or refusal of said tribes or any of them to agree thereto then the Secretary of the Interior shall fix a time for closing said rolls, after which no names shall be added thereto.

It will be remembered that up to that date all efforts to consummate an agreement with the Cherokees had failed; and while agreements had been made with the other four tribes, that with the Choctaws and Chickasaws did not cover this important feature.

In November, 1901, under instructions from the Department, the Commission renewed its efforts to negotiate an agreement with the Cherokees fixing the date for closing their rolls. Being unsuccessful at that time, a further effort was made in December, 1901, also without result. Thereupon the Secretary of the Interior, acting under the provision of law above quoted, on January 15, 1902, directed the Commission to receive no applications for enrollment as Cherokee citizens after July 1, 1902.

During the latter portion of the summer and early winter of the year 1901 the Commission took aggressive action looking toward an early completion of the work of the enrollment of Cherokees. From September 1 to December 1 the commission was constantly engaged at various points in the Cherokee Nation hearing original applications for enrollment and supplemental and rebuttal testimony in contested cases.

Early in the fall the opposition of the Cherokee full-blood members of the Keetoowah Society became very noticeable. At the earnest solicitation of certain prominent members of the organization the Commission visited Tahlequah during the month of November; but, contrary to general expectation, the full-blood Indians obstinately refused to appear, though every opportunity was afforded them.

At the conclusion of the session of the Commission at Tahlequah, during the month of November, 1901, and upon failure to accomplish any material results in the matter of the enrollment of Cherokee full bloods, no further sessions were held in the Cherokee Nation and no special effort was made to induce the full bloods to enroll until early in the present year. It was then apparent that special field work would have to be undertaken to enroll this class of delinquents within the limit of time fixed by the Secretary's order, and with the beginning of the new year preparations were begun with this end in view.

Early in the present calendar year a number of prominent Cherokees of wide acquaintance in each district in the Cherokee Nation were summoned before the Commission at Muskogee, and with them the tribal rolls were carefully checked, and as far as possible the names of the dead were stricken from said rolls. Many names were in this way eliminated from the list of unenrolled, but there still remained on April 1, 1902, unaccounted for on the Cherokee census roll of 1896, which was used as a basis, 5,439 names.

The Keetoowah organization, embracing in its membership practically all of the unenrolled full bloods, strenuously opposed by every means in its power the making of rolls of citizens; and in February the United States court for the northern district of Indian Territory was applied to for an order directing certain leaders of said society to appear at Muskogee, Ind. T., on the 20th day of February, 1902, and have themselves and families enrolled. At later dates other influential full bloods who had been opposing enrollment were also brought to Muskogee by court process.

In every instance when faced with the alternative of enrollment or

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imprisonment the parties summoned elected to enroll, though a few suffered confinement for a brief period before acquiescing. It was hoped that the enrollment of these leaders would materially assist the work of the parties sent to the field.

On April 10 four parties were sent into the Cherokee Nation for the purpose of enrolling those full bloods who had prior thereto obstinately refused to submit to the policy of the Government. These parties were supplied with the usual equipment for traversing the rough country inhabited by the full bloods, and prepared, if necessary, to make a house to house canvass.

The appointments of the Commission in the Cherokee Nation were announced in both the English and the Cherokee languages, and were as follows:

*Party No. 1.*

McLain, from April 14 to April 18, inclusive.
Fawn, from April 21 to April 25, inclusive.
Starvilla, from April 28 to May 2, inclusive.
Campbell, from May 5 to May 9, inclusive.
Vian, from May 12 to May 23, inclusive.
Cookson, from May 26 to June 6, inclusive.
Garfield, from June 9 to June 20, inclusive.

*Party No. 2.*

Gans, from April 14 to April 18, inclusive.
Remy, from April 21 to April 25, inclusive.
Swimmer, from April 28 to May 9, inclusive.
Marble, from May 12 to May 16, inclusive.
Bunch, from May 19 to May 23, inclusive.
Flint, from May 26 to June 6, inclusive.
Wauhillau, from June 9 to June 20, inclusive

*Party No. 3.*

Melvin, from April 14 to April 18, inclusive.
Moodys, from April 21 to May 2, inclusive.
Whitmire, from May 5 to May 9, inclusive.
Goingsnake Court-House, from May 12 to May 23, inclusive.
Kansas, from May 26 to June 6, inclusive.
Rose, from June 9 to June 13, inclusive.
Peggs, from June 16 to June 20, inclusive.

*Party No. 4.*

Salina, from April 14 to April 18, inclusive.
Spavinaw, from April 21 to May 2, inclusive.
Needmore, from May 5 to May 9, inclusive.
Zena, from May 12 to May 23, inclusive.
Charles Thompson's precinct, Delaware district, from May 26 to June 6, inclusive.
Choteau, from June 9 to June 13, inclusive.
Catoosa, from June 16 to June 27, inclusive.

Immediately upon the arrival of these parties in the field it became apparent that the sentiment toward enrollment, while slightly more favorable than in the past, was still decidedly hostile in some localities, this being particularly true as to the points visited by parties No. 3 and No. 4.

The leading opponents to enrollment left nothing undone that could obstruct or defeat the work of the Commission. The Keetoowah Society was disrupted; those favoring enrollment were expelled, and

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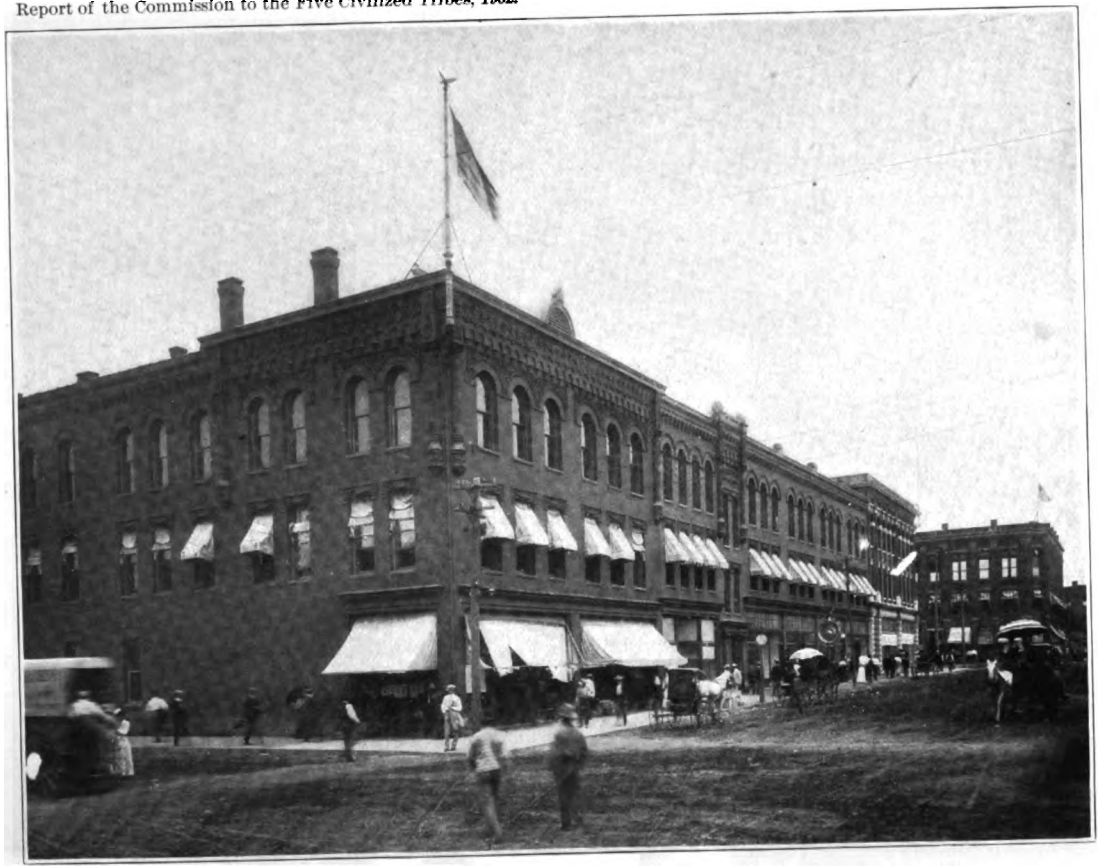

SCENE ON SECOND STREET, MUSKOGEE.

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a new organization arose in its place. In every locality visited by the field parties every form of amusement fascinating to the full bloods would be held miles away from the Commission's camp and continue until the enrollment parties moved elsewhere.

The leaders went through the nation encouraging the opposition to enrollment, and no story that could strengthen such opposition was left untold. It was claimed that the making of the present rolls of citizens was unauthorized by either the Government of the United States or the national council of the Cherokee Nation. The leaders promised that all whites were to be expelled from the nation, and the tribal courts and other forms of tribal government, still dear to the heart of every full blood, were to be restored.

It should be stated that while a number of the prominent leaders of the anti-enrollment faction had, long prior to the arrival of the parties in the field, applied to the Commission for the enrollment of themselves and families, they still continued to exert their influences and efforts to thwart the work of the Commission, thereby hoping to perpetuate their control over the full-blood element through whose credulity the so-called leaders, enrolled and unenrolled, have for years been supported.

It very soon developed that a great many would refuse to enroll in the localities visited by parties No. 3 and No. 4, and under these conditions enrollments from information were resorted to. Witnesses acquainted with the unenrolled were summoned before the Commission in each neighborhood, and, where the parties refused to appear and enroll, such witnesses were required to give evidence from which the delinquents were listed.

The knowledge of the witnesses in each instance was carefully tested, and the greatest care was exercised to guard against the acceptance of any except correct information. This method was very bitterly resented by those opposed to enrollment, and threats of bodily harm against those employed by the Commission were made. However, in spite of all threats and opposition, this plan was steadily adhered to with considerable success.

On the 28th day of May the United States court, on application duly made by the Commission, issued an order directing all unenrolled citizens to appear before the respective parties in the field, and make application for the enrollment of themselves and families as members of the Cherokee Tribe of Indians in Indian Territory. This aggressive action on the part of the Commission appeared to be the only way to secure the enrollment of the full bloods.

Special deputy marshals were stationed in each camp, and every effort was made to serve the court's order on those unenrolled. It was oftentimes extremely difficult to serve the order, as the officers were eluded and in a number of instances threatened with violence should they attempt to make service.

The number of persons listed for enrollment by the parties in the field on this occasion and their classification is as follows:

| | |
|---|---|
| On regular Cherokee cards | 4,425 |
| On doubtful Cherokee cards | 87 |
| On rejected Cherokee cards | 6 |
| Total | 4,518 |



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In addition to the persons listed by the parties in the field a large number were also accounted for as having died or having removed from the limits of Indian Territory.

Since the last annual report of the Commission there have been but comparatively few applicants by blood or intermarriage against whose enrollment there has been entered a contest.

During all of the appointments of the Commission in the Cherokee Nation, as well as at Muskogee, every opportunity was afforded applicants whose rights to enrollment were being contested to introduce such testimony as they might deem pertinent.

In January of the present year all doubtful Cherokee cases were placed on a docket, and the principal applicant in each case and his attorney, where there was one of record, was notified by registered letter that on a certain date the Commission would take up his case for final consideration, and that they could then appear and introduce such testimony as they deemed necessary.

From February 15 to April 25 the Commission was constantly employed in hearing supplemental and rebuttal testimony in doubtful Cherokee cases. During that time approximately 1,195 applications were taken up for final consideration, and in the majority of said cases additional testimony, either in behalf of the applicant or in behalf of the Cherokee Nation, was introduced.

Probably the most stubbornly contested citizenship case in any of the several tribes in Indian Territory is that of Francis M. Dawson et al., applicants for enrollment as citizens of the Cherokee Nation. There are embraced in said case 61 original applications, involving the right of 221 persons to enrollment, either as citizens by blood or as citizens by intermarriage of the nation.

The Cherokee Nation contends that the applicants, who claim to be descendants of one Samuel R. Dawson, sr., and who were at various times admitted to citizenship in the Cherokee Nation by the Cherokee commission on citizenship, procured such admission through fraud.

The applicants embraced in the Dawson case were notified that on March 17, 1902, their applications would be taken up for final consideration by the Commission at its office in Muskogee, Ind. T. On said date the case was called and three days were consumed in the hearing of all testimony introduced.

The record in these cases, which by agreement were consolidated, covers several hundred pages of single space typewritten matter, in addition to the exhibits.

## CHEROKEE FREEDMEN.

In the eighth annual report of the Commission only brief mention was made of the work involved in the preparation of rolls of Cherokee freedmen.

Shortly after beginning the enrollment of the Cherokee freedmen it was found impracticable to hear all of the supplemental and rebuttal testimony introduced for and against contested claimants at the appointments announced for the enrollment of freedmen, owing to the vast amount of evidence submitted. Consequently they were informed that appointments for this purpose, convenient for them to reach, would be held early in the fall of the year 1901.

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On the 1st day of September the Commission entered upon an appointment at Fort Gibson, Ind. T., for the purpose above mentioned. After the conclusion of the session at that place, September 30, an appointment was filled at Vinita, Ind. T., until November 1. During that time many witnesses were introduced, both by the claimants and by the Cherokee Nation, and the record in many cases is extremely voluminous.

In order to hasten the completion of this class of work the Commission early in the month of March, 1902, notified by registered mail all freedmen who had been previously listed as doubtful claimants that it would continue these hearings at Muskogee, Ind. T., until May 31, 1902, and after that date all such cases would be deemed complete and the Commission would proceed to render its decisions therein as soon as possible. This was accepted as a most satisfactory arrangement by all concerned. Owing to the mass of evidence received and the demands of other work it has not yet been possible to render decisions in such cases.

In the preparation of decisions in cases of this character much care and labor will be required, as the record in many instances covers from 25 to 50 pages of single space typewritten matter, which must necessarily be carefully read and briefed before a proper decision can be rendered.

A copy of the instructions issued by the Department, based upon the decree of the Court of Claims, under which the hearing of freedmen applications has been conducted, will be found appended. (Appendix No. 7, page 124.)

On the 16th day of August, 1901, the Commission was notified that on the 28th day of that month the Cherokee Nation, through counsel, would apply to the United States court for the northern district of Indian Territory, sitting at Muskogee, for an order enjoining the Commission from hearing the applications of or enrolling certain Cherokee freedmen mentioned in the petition, and their descendants, for the reason that neither they nor their descendants are found on the Cherokee roll of 1880, and enjoining and restraining the Commission from hearing the applications of or enrolling any colored persons or freedmen claiming citizenship in the Cherokee Nation born prior to 1880 whose names do not appear on said roll, and their descendants born since the roll of 1880 was compiled. The opinion of the court will be found appended. (Appendix No. 6, page 121.)

Since the rendition of this opinion no further action has been taken by the court, and the Commission has made only memoranda of the applications of such freedmen as come within the provisions of the foregoing opinion.

### BIRTHS AND DEATHS.

In the matter of ascertaining and recording the deaths that have occurred since the enrollment of Cherokee citizens began, but little progress has been made, owing to the great difficulty experienced in obtaining affidavits of reliable persons.

During the year many affidavits as to the births of children whose parents were previously listed for enrollment have been received.

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Approximately 1,400 birth affidavits were filed with the Commission, and the children listed for enrollment as follows:

| | | |
|---|---|---|
| On regular Cherokee cards | 1,159 | |
| On doubtful Cherokee cards | 92 | |
| On rejected Cherokee cards | 1 | |
| On regular Delaware cards | 31 | |
| On doubtful Delaware cards | 4 | |
| | | 1,287 |
| On regular freedmen cards | 64 | |
| On doubtful freedmen cards | 49 | |
| On rejected freedmen cards | 2 | |
| | | 115 |
| Total | | 1,402 |

SUMMARIZED STATEMENT OF APPLICATIONS.

The number of applications heard since the enrollment of Cherokee citizens was begun is 14,750, embracing 43,425 applicants. These applicants have been classified as follows:

| | | |
|---|---|---|
| *On regular cards.* | | |
| Full-blood Cherokees | 6,459 | |
| Full-blood Shawnees | 212 | |
| Full-blood Delawares | 342 | |
| Mixed-blood Cherokees | 21,159 | |
| Mixed-blood Shawnees | 608 | |
| Mixed blood Delawares | 694 | |
| Intermarried whites (both sexes) | 2,037 | |
| | | 31,511 |
| *On doubtful cards.* | | |
| Full-blood Cherokees | 111 | |
| Full-blood Shawnees | 14 | |
| Full-blood Delawares | 13 | |
| Mixed-blood Cherokees | 2,360 | |
| Mixed-blood Shawnees | 146 | |
| Mixed-blood Delawares | 30 | |
| Intermarried whites (both sexes) | 630 | |
| | | 3,304 |
| *On rejected cards.* | | |
| Full-blood Shawnees | 3 | |
| Mixed-blood Cherokees | 168 | |
| Mixed-blood Shawnees | 1 | |
| Intermarried whites (both sexes) | 534 | |
| | | 706 |
| Memoranda cases, act of May 31, 1900 (all classes) | | 1,277 |
| *Freedmen.* | | |
| On regular cards | 3,271 | |
| On doubtful cards | 2,883 | |
| On rejected cards | 375 | |
| Injunction cases | 98 | |
| | | 6,627 |
| Total | | 43,425 |

The number of persons embraced in applications heard up to and including June 30, 1902, as Cherokees, Shawnees, and Delawares, by blood and intermarriage, and freedmen, is as follows:

| | |
|---|---|
| On regular Cherokee cards | 30,475 |
| On doubtful Cherokee cards | 3,261 |
| On rejected Cherokee cards | 706 |

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| | | |
|---|---|---|
| On regular Delaware cards | 1,036 | |
| On doubtful Delaware cards | 43 | |
| Memoranda cases, act of May 31, 1900 | 1,277 | |
| | | 36,798 |
| On regular freedmen cards | 3,271 | |
| On doubtful freedmen cards | 2,883 | |
| On rejected freedmen cards | 375 | |
| Injunction cases | 98 | |
| | | 6,627 |
| Grand total to July 1, 1902 | | 43,425 |

DECISIONS.

Reviewing the testimony and preparing decisions in contested applications for enrollment as citizens by blood and intermarriage of the Cherokee Nation was begun in May, 1901, but up to January, 1902, this work was confined to applications which came within the provisions of the act of Congress approved May 31, 1900 (31 Stat. L., 221).

In January the Commission began to address itself to the preparation of decisions in applications for enrollment as citizens by blood and intermarriage which had been listed for rejection, and in those cases wherein the applicants had been classed as doubtful.

The following table shows the number of applications in Cherokee doubtful, rejected, and memoranda cases, the number of applicants embraced, and their disposition:

| Cases. | Number of applications in which decisions have been prepared. | Number of applications awaiting disposition. | Total number of applications. | Number of persons ordered enrolled. | Number of persons denied enrollment. | Number awaiting disposition. | Total number of applicants. |
|---|---|---|---|---|---|---|---|
| Cherokee, doubtful | 953 | 408 | 1,361 | 1,827 | 467 | 967 | 3,261 |
| Cherokee, rejected | 527 | 70 | 597 | 25 | 580 | 101 | 706 |
| Cherokee, memoranda | 348 | 71 | 419 | ..... | 1,060 | 217 | 1,277 |
| Total | 1,828 | 549 | 2,377 | 1,852 | 2,107 | 1,285 | 5,244 |

Decisions of the Commission have been approved by the Department as follows:

| | |
|---|---|
| In doubtful cases | 12 |
| In rejected cases | 448 |
| In memoranda cases | 348 |
| Total | 808 |

In the 808 decisions approved by the Department the rights of 1,713 applicants are embraced. Of this number only 7 were ordered enrolled as citizens of the Cherokee Nation.

The applicants in 134 decisions in doubtful Cherokee cases, against whose enrollment no protest was made by the Cherokee Nation, were ordered enrolled by the Commission as citizens of the nation. There are embraced in said decisions 261 applicants.

CREEKS.

During the fiscal year ended June 30, 1902, the work incident to the enrollment of Creeks has been mainly confined to securing a more complete identification of a large number of citizens who were listed for

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enrollment by the Commission in 1897 and 1898, while there was yet lacking that full authority and means of procedure which later legislation conferred and prescribed; to considering enrollment and memoranda cases and preparing and rendering decisions therein; to securing the necessary information to bring the work of the Creek enrollment within the provisions of sections 28 and 29 of the act of Congress of March 1, 1901 (31 Stat. L., 861), with respect to who of those citizens enrolled prior to April 1, 1899, were living on that date, and whether children born prior to July 1, 1900, were then living; to preparing partial rolls of citizenship for review by the Secretary of the Interior; and to issuing certificates of enrollment for persons who desired to make application for their individual allotments of land, or for persons whom they represented, and for persons to whom the Commission has made arbitrary allotments.

The act of Congress of March 1, 1901 (31 Stat. L., 861), which was ratified by the Creek national council May 25, 1901, provides for the enrollment of all citizens of said nation entitled to be enrolled under section 21 of the act of Congress of June 28, 1898 (30 Stat. L., 495), who were living on the 1st day of April, 1899, and for the enrollment of all children born to citizens so entitled to enrollment, up to and including July 1, 1900, and then living. Said act of Congress also provides that no person whomsoever shall be added to the rolls after the date of its ratification.

It therefore became necessary to determine who of these citizens were living on April 1, 1899, and who of said children born subsequent to that date were living on July 1, 1900. Many of the Creek officials rendered valuable assistance in the prosecution of this work, and very satisfactory progress was made. As a number of the kings and warriors refused to give any information or render any assistance, a field party was organized and sent into the full-blood settlements for the purpose of securing all information possible regarding the enrollment of these citizens. During the months of August, September, and October, 1901, this party had appointments at Eufaula, Proctor, Wetumka, Holdenville, Morse, Okmulgee, Senora, and Checotah. At Eufaula, Proctor, Morse, and Senora considerable opposition was made by the full-bloods to the prosecution of the work. Notwithstanding this opposition, all of the known Creek citizens for whom additional information was required residing in the localities visited by this party were fully indentified or accounted for otherwise.

The following is a statement showing the work accomplished by this party:

| | |
|---|---|
| Number of citizens indentified and found to be entitled to enrollment | 1,124 |
| Number of citizens found to have died prior to April 1, 1898 | 352 |
| Number of persons found to be residing outside of Creek Nation | 102 |
| Total number of persons accounted for | 1,578 |

In addition to the above work this party secured 268 proofs of death of citizens who died subsequent to April 1, 1899, and who were listed for enrollment on regular cards, 53 birth affidavits, and 76 supplemental proofs for children born between April 1, 1899, and July 1, 1900.

STRAIGHT ENROLLMENT CASES.

There has been received by the Commission up to and including June 30. 1902, 216 applications, embracing 595 persons, for enrollment as

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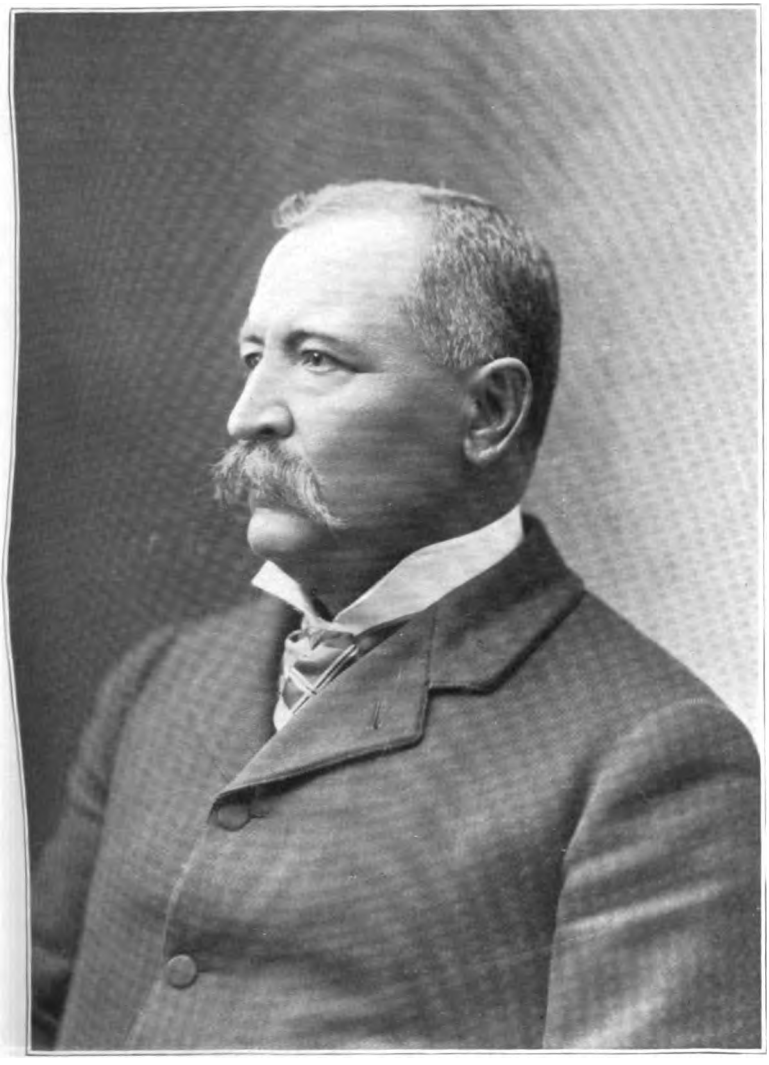

PLEASANT PORTER, PRINCIPAL CHIEF, CREEK NATION.

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citizens of the Creek Nation, in which testimony was taken and a full record thereof made. Of this number 50 applications, embracing 108 persons, were not transmitted to the Department at Washington in accordance with instructions of the Acting Secretary of the Interior, under date of February 1, 1902, as follows:

Do not send records of evidence in Creek cases where you find the applicants are clearly entitled to enrollment and no objection is made by the representatives of the Creek Nation.

All of the applicants embraced in applications so withheld were accordingly listed for enrollment.

There has been transmitted to the Secretary of the Interior for review 87 applications, embracing 320 persons. Sixty-six applications, embracing 248 persons, have been returned by the Department to the Commission, 120 of whom were admitted, and 128 denied. Twenty-one applications, embracing 72 persons, yet remain with the Department. Seventy-nine applications, embracing 167 persons, await the action of the Commission.

MEMORANDA CASES.

There has been received by the Commission up to and including June 30, 1902, 51 applications, embracing 159 persons for enrollment as citizens of the Creek Nation, in which no record has been made in accordance with the act of Congress of May 31, 1901 (31 Stat. L., 221), which, among other things, provides:

That said Commission shall continue to exercise all authority heretofore conferred on it by law. But it shall not receive, consider, or make any record of any application of any person for enrollment as a member of any tribe in Indian Territory who has not been a recognized citizen thereof, and duly and lawfully enrolled or admitted as such, and its refusal of such applications shall be final when approved by the Secretary of the Interior.

Of this class of applications 46, embracing 153 persons, have been refused by the Commission, and its action approved by the Secretary of the Interior. Five applications, embracing 6 persons, await the action of the Commission.

FINAL ROLLS.

During the year very satisfactory progress has been made in preparing partial rolls of citizenship for review by the Secretary of the Interior. Great care has been exercised, and much time and labor devoted to this work, it being essential to guard against duplications, the enrollment of citizens who died prior to April 1, 1899, and infants who were born between that date and July 1, 1900.

The names of 9,018 citizens by blood and 4,954 Creek freedmen, who had been duly listed for enrollment by the Commission, have been forwarded to and approved by the Secretary of the Interior.

Three hundred and thirteen citizens by blood and 112 Creek freedmen, who were listed for enrollment on Creek cards, and whose names for various reasons were not included in the partial rolls submitted to the Secretary of the Interior, have, since such partial rolls were prepared, been fully identified and regularly listed for enrollment.

The names of 420 persons who appear on Creek Indian cards, and 107 persons who appear on Creek freedmen cards, have not yet for various reasons been regularly listed for enrollment.

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The number of persons listed for enrollment on Creek cards, and their classification, is as follows:

*Creek Indians.*

| | | |
|---|---|---|
| Approved by the Secretary of the Interior | 9,018 | |
| Regularly listed for enrollment since rolls of citizenship were prepared | 313 | |
| Not regularly listed for enrollment | 420 | |
| | | 9,751 |

*Creek freedmen.*

| | | |
|---|---|---|
| Approved by the Secretary of the Interior | 4,954 | |
| Regularly listed for enrollment since partial rolls of citizenship were prepared | 112 | |
| Not regularly listed for enrollment | 107 | |
| | | 5,173 |
| Total | | 14,924 |

The following statement is a classification of persons listed on Creek cards, and not regularly listed for enrollment:

*Creek Indians.*

| | | |
|---|---|---|
| No proof as to whether living April 1, 1899 | 153 | |
| Residing outside of Creek Nation | 102 | |
| Classed "doubtful" | 73 | |
| Depending on disposition of enrollment cases | 20 | |
| Reported to have died prior to April 1, 1899 | 13 | |
| Reported to be Shawnees | 19 | |
| Reported to be Seminoles | 3 | |
| Not fully identified | 37 | |
| | | 420 |

*Creek freedmen.*

| | | |
|---|---|---|
| Classed "doubtful" | 42 | |
| Depending on disposition of enrollment cases | 40 | |
| Residing outside of Creek Nation | 9 | |
| No proof as to whether living April 1, 1899 | 9 | |
| Enrollment contested by Creek Nation | 4 | |
| Not fully identified | 3 | |
| | | 107 |
| Total | | 527 |

BIRTHS AND DEATHS.

There have been filed with the Commission 279 proofs of birth of children of Creek parents, and 933 proofs of death of citizens of the Creek Nation who died prior or subsequent to April 1, 1899. Of the total number of proofs of death thus filed, 403 were for citizens who died subsequent to April 1, 1899, and had been regularly listed for enrollment; 248 for citizens who died prior to April 1, 1899, and not entitled to enrollment, and 282 for citizens who died subsequent to April 1, 1899, which have been entered of record for the future consideration of the Commission.

MISCELLANEOUS.

As the act of Congress of March 1, 1901 (31 Stat. L., 861), provides for the enrollment of children born to citizens entitled to enrollment under the act of Congress of June 28, 1898 (30 Stat. L., 495), up to and including July 1, 1900, and then living, it became necessary

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to secure proof showing whether or not these children were living on that date. Accordingly every possible effort has been made to secure this proof. Of the 373 children who had been enrolled and classed as "new borns," the necessary proof has been secured for all excepting 15. Three hundred and forty-nine were found to be living on July 1, 1900, and entitled to enrollment, and 9 were found to have died prior to that date and therefore not entitled to enrollment.

There were certified during the fiscal year from this division to the Creek allotment division the names of 4,467 persons as being bona fide citizens. Of the total number of persons for whom such certificates were issued 2,589 were issued for persons who appeared before the Commission or were represented by others who were authorized to appear for them, 547 for the heirs of deceased persons, and 1,331 for persons to whom arbitrary allotments have been made by the Commission.

## ALLOTMENT OF LAND.

### CREEK NATION.

The allotment of lands in the Creek Nation was commenced on April 1, 1899, a preliminary allotment of 160 acres being given alike to Creek Indians and Creek freedmen. This work was instituted under the act of Congress of June 28, 1898 (30 Stat. L., 495), and was continued under the Creek agreement approved by the act of Congress of March 1, 1901 (31 Stat. L., 861), which latter legislation confirmed allotments previously made and, in terms, authorized a continuance on the lines adopted by the Commission. Out of the total acreage of 3,172,813.16 acres there has now been allotted 2,177,262.44 acres; 550,345 acres of this amount were allotted during the fiscal year ended June 30, 1902, or practically 1,800 acres a day. In making these allotments each applicant must first be fully identified as a citizen entitled to an allotment, the location of the land which it is desired to have allotted must be determined by examination and by aid of improvement plats made by the Commission's surveyors. Care must be exercised that no other citizen is rightfully entitled to the land for which the applicant applies, and the records must be made to clearly indicate all proceedings. Where full bloods are concerned this work is done through interpreters, making progress less rapid than when applicants can make known their selections and give immediate information in the English tongue.

A total of 13,144 complete allotments, of 160 acres each, have been made; 1,331 of these were arbitrary allotments made by the Commission for those who persistently refused or neglected to act for themselves, and the remainder were selected by the allottees or their recognized representatives. Partial allotments have been made to an additional 728 persons, and while the exact number of citizens is yet to be determined, it is not believed there remain more than 1,350 allotments to be made out of a total of 14,500. In those cases where arbitrary allotments have been made by the Commission, care has been exercised to see that each allottee received his improvements, or, in the absence of improvements, that land of at least average value was given to him. To accomplish this a small party was equipped with a camp outfit and dispatched to the locality in which the neglectful or unwilling allottees made their homes. By the aid of interpreters and a surveyor, it was

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found possible to locate with a very satisfactory degree of accuracy the rightful holdings of such citizens; and it is believed that the arbitrary allotments thus made fully meet the requirements of the law and the best interests of those who were attempting to evade it. The party which was organized for this work traversed all that country lying north of the South Canadian River for a width of 15 miles, beginning on the east boundary and extending to the west boundary of the Creek Nation; all that part of the nation lying east of the Oklahoma line for a width of 18 miles, and north to within 12 miles of the north boundary of the nation, and also all that country situate between the North Fork and Deep Fork Rivers. The majority of those whose allotments were so located are members of the so-called "Snake band," which is still opposed to the enforcement of the agreement ratified May 25, 1901. In many instances, the members of this faction openly defied the Commission's field men to make a traverse of their improvements, but after the arrest and conviction of a number of the leaders, their followers more readily acquiesced, and, in some instances, signified a willingness to select their land. Many of these Indians were found in an impoverished condition, not possessed of sufficient means to appear at the Commission's allotment office in Muskogee, even though so inclined.

Paragraph 2 of section 7 of the act of Congress, approved March 1, 1901 (31 Stat. L., 861), provides that—

> Each citizen shall select from his allotment forty acres of land as a homestead, which shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years, for which he shall have a separate deed, conditioned as above: *Provided*, That selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner herein provided for the selection of their allotments; and if, for any reason, such selections be not made for any citizen, it shall be the duty of said Commission to make selection for him.

To facilitate the making of these selections the Commission prepared a blank form which was mailed or delivered to each citizen of legal age and to the parents or guardians of all minors, upon which to designate the selections of homesteads.

In many cases it was necessary that the Commission designate the homestead, and this was done after a careful examination of the records so that the most valuable improvements might be included.

A great amount of work has been required to prepare the records so that deeds might be issued as provided in section 23 of the Creek agreement ratified May 25, 1901. It was necessary that the 40 acres designated as a homestead be deducted from the allotment of 160 acres, so that separate deeds might be issued for the same.

The amount of land occupied by railroads having a vested right under any treaty or act of Congress had to be deducted from each allotment, together with any land that might be occupied as depot, station grounds, water stations, stock yards, or similar uses connected with the maintenance and operation of the railroads. One acre of land for the use and benefit of all churches and schools controlled by Creek citizens was deducted from each allotment on which such buildings were located; and it was necessary that these schools and churches be definitely located. Eighty-three of such reservations have been made.

Three forms of conveyances have been prepared, viz: Allotment deeds, homestead deeds, and deeds for the heirs of deceased persons.

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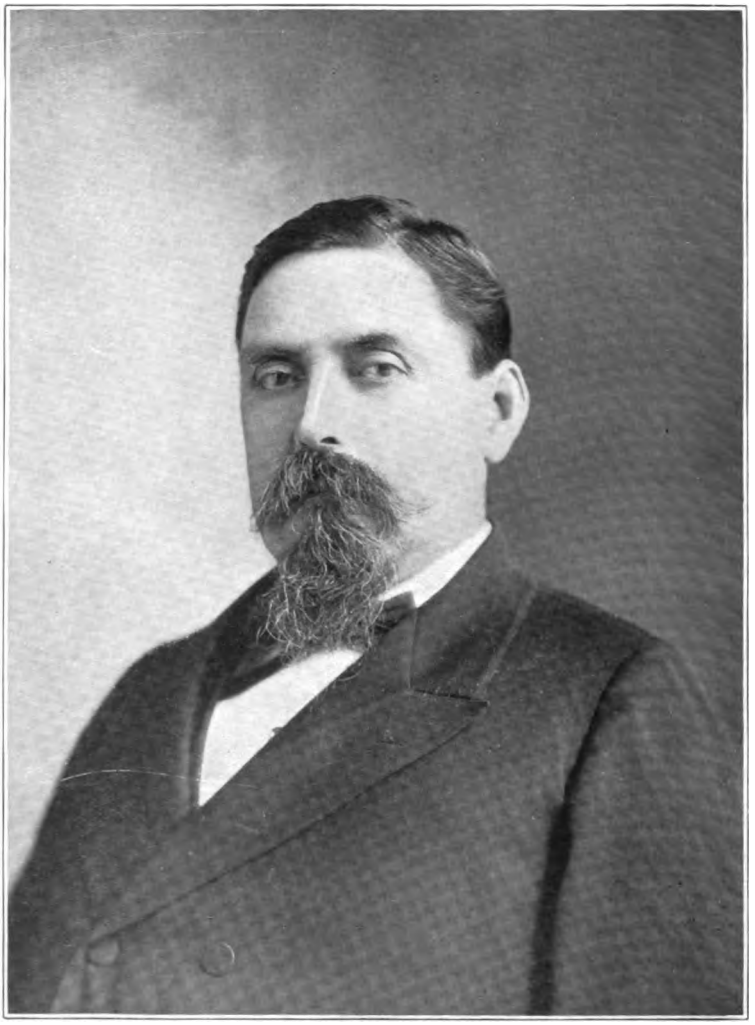

JOHN F. BROWN, GOVERNOR SEMINOLE NATION.

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During the year over 6,500 deeds have been prepared, and of this number 1,800 have been delivered to the principal chief of the Creek Nation.

Accompanying this report and marked Exhibits 8, 9, and 10 will be found specimen forms of these deeds. It is possible that some slight changes may be found desirable should the agreement ratified by Congress June 30, 1902, and now pending before the Creek Tribal Council be ratified. Accompanying this report, marked Exhibit 2, will be found a map showing progress of allotment to June 30, 1902.

### APPRAISEMENT OF IMPROVEMENTS.

Section 5 of the Creek agreement approved by the act of Congress of March 1, 1901 (31 Stat., 861), is as follows:

> If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but, after the expiration of ninety days from the ratification of this agreement any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

To perform the duties devolving upon the Commission under this provision of law, an appraisement committee was organized on March 15, 1902, one being a representative of the Creek Nation. From the date of the organization of this work to and including June 30, 1902, 183 reports have been made covering improvements which in the aggregate were appraised at $15,972.93, the various properties visited being valued, respectively, from $3 to $660.20. The improvements taken into consideration by this committee included the clearing and cultivation of lands, building of houses, barns, outhouses, fences, etc., digging of wells, and planting of orchards.

### SEMINOLE NATION.

On the 2d day of April, 1901, the Secretary of the Interior approved the final rolls of citizenship of the Seminole Nation prepared by the Commission in conformity with the Seminole agreement of December 16, 1897, and the supplemental agreement ratified by Congress on June 2, 1900.

This closed the roll, upon which there were 2,757 names; since the above date, however, three names have been stricken from the roll, leaving 2,754 Seminole citizens to whom allotments have been made.

The appraisement of the lands in the Seminole Nation, in conformity with the Seminole agreement of December 16, 1897, was completed November 1, 1899, there being 363,578.92 acres subject to allotment, amounting, according to appraised value, to $851,246.45.

The Seminole agreement of December 16, 1897, directs that:

> All lands belonging to the Seminole tribe of Indians shall be divided into three classes, designated as first, second, and third classes; the first class to be appraised at five dollars, the second class at two dollars and fifty cents, and the third class at one

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dollar and twenty-five cents per acre, and the same shall be divided among the members of the tribe so that each shall have an equal share thereof in value, so far as may be, the location and fertility of the soil considered; giving to each the right to select his allotment so as to include any improvements thereon owned by him at the time; and each allottee shall have the sole right of occupancy of the land so allotted to him, during the existence of the present tribal government, and until the members of said tribe shall become citizens of the United States. Such allotment shall be made under the direction and supervision of the Commission to the Five Civilized Tribes in connection with a representative appointed by the tribal government and the chairman of said Commission shall execute and deliver to each allottee a certificate describing therein the lands allotted to him.

Accordingly, there being 2,754 Seminoles who were entitled to participate in the allotment of lands and the distribution of the funds of this nation, the share of land, according to the appraised value, to which each citizen of the Seminole Nation is entitled, amounts to $309.09. It being impracticable to allot exactly $309.09 worth of land, the Commission has accordingly allotted to each Seminole citizen such amount of land of said nation as will, according to its appraised value, amount as nearly as practicable to $309.09, and in full sections allotments are made of 60 acres of first-class, 120 acres of second-class, or 240 acres of third-class land to each citizen when all land selected was of the same class, amounting in each case to an appraised value of $300. When different classes of land were embraced in the same allotment, a proportionate amount of each class was allotted to amount to $300 when the allotments covered regular subdivisions. In fractional sections the value of an allotment in some cases is slightly in excess and in others slightly below $300, but in no case were they allowed to select an allotment of land that exceeded in value the per capita share.

On June 1, 1901, the Commission established an office at Wewoka, the capital of the Seminole Nation, for the purpose of allotting the land in this nation.

Up to and including the 30th day of June, 1901, the Commission made 845 allotments in the Seminole Nation, nearly one-third of the total number to be made, but, as was expected in such work, the progress thereafter was somewhat slower.

In order to fulfill the provision of the Seminole agreement of December 16, 1897, giving to each Seminole citizen the right to select his allotment so as to include any improvements thereon owned by him at the time, the Commission had, prior to the beginning of the work of allotment, made surveys in 25 of the 28 full and fractional townships in the Seminole Nation, and had prepared sectional diagrams showing the exact location of all improvements existing at the time, and after the opening of the allotment office, the three remaining townships were traversed and all improvements accurately located.

These maps have been valuable adjuncts to the accomplishment of this work in the matter of enabling citizens to select allotments so as to include their own improvements, and to avoid encroaching upon the improvements of others, and also reducing the number of land contests to a minimum.

During the progress of the allotment, 58 land contest cases were filed and disposed of. The limit of appeal in the last land contest case in this nation expired on June 26, 1902, at which time there remained 281 Seminole citizens who had not appeared before the Commission to select allotments of land.

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On June 28, 1902, the Commission made arbitrary allotments to these citizens to the best advantage out of the unallotted lands.

These people owned no improvements of any description in the Seminole Nation. This completed the allotment of the Seminole Nation, a recapitulation of which shows as follows:

| | | |
|---|---|---|
| Total acreage of the Seminole Nation | | 365,851.57 |
| Less land reserved from allotment, as follows: | | |
| Wewoka town site | 635.70 | |
| Emahaka Academy | 320.00 | |
| Mekusukey Academy | 320.00 | |
| Eight district schools | 631.25 | |
| Twenty-four churches, ½ acre each | 12.00 | |
| Twenty-eight schools, 1 acre each | 28.00 | |
| C. O. and G. R. R., right of way | 254.73 | |
| St. L., O. and S. R. R., right of way | 70.97 | |
| Total number of acres reserved | | 2,272.65 |
| Acres subject to allotment | | 363,578.92 |
| Acres allotted (approximate) | | 344,948.28 |
| Acres unallotted (approximated surplus) | | 18,630.64 |

It being practically impossible to exhaust all land and at the same time keep within the money value of an allotment, there is, as shown above, some land that still remains unallotted. This land amounts only to about 6 acres per capita and for the most part is third-class land, rough and rocky, suitable only for pasturage.

The Seminole allotment work is completed. The last 281 allotments made, however, are yet to be recorded, checked, and certificates of allotment written for same.

Accompanying this report and marked "Exhibit 3," will be found a map showing in red the land allotted to the Seminole citizens and in white that which remains public domain to be hereafter disposed of.

## SURVEYS AND APPRAISEMENT.

Under the division of surveys and appraisement comes the direction of the surveying parties engaged in the subdivision of sections and platting improvements in the different nations preparatory to the work of allotment; the direction of the appraisement parties engaged in the classification of lands and estimation of timber; the recording of the classifications and estimates in records prepared for the purpose; the recording of all town-site reservations through the Territory, those recommended by the Commission under the authority of the act of Congress of May 31, 1900 (31 Stat. L., 221), along the lines of railroads, and those laid out by the town-site commissions in the various nations, under the direction of the United States Indian inspector for Indian Territory; the platting of all lines of railroads throughout Indian Territory and computation of area held by the various roads for right of way, station grounds, etc.

## LAND CLASSIFICATION.

The actual field work by the parties engaged in the classification of lands embraced within the domain of the Five Civilized Tribes (the organization and equipment of which parties and their mode of proce-

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dure were described in detail in the eighth annual report of the Commission) amounting approximately to 19,511,889.39 acres, was finished in June, 1901, their operations having been recorded in field books specially prepared by the Commission for that purpose.

From these field books a complete record was to be compiled by townships in books also specially prepared, upon which each quarter section and lot is indicated and its exact area shown, this data being taken from the official plats of the Indian Territory surveys made under the direction of the United States Geological Survey.

The recording of the appraisement entails a great amount of careful and painstaking work, the records of each nation being prepared in triplicate and the classification entered upon each 40-acre subdivision or lot, as the case may be.

The classifications of lands by nations is embraced in the following number of records:

Seminole Nation: In one volume, of which there is a duplicate and triplicate copy, making three records, covering 365,854.39 acres.

Creek Nation: In one volume, of which there is a duplicate and triplicate copy, making three records, covering approximately 3,072,813.16 acres.

Chickasaw Nation: In two volumes, of which there are duplicate and triplicate copies, making three records (six books), covering approximately 4,703,108.05 acres.

Choctaw Nation: In three volumes, of which there are duplicate and triplicate copies, making three records (nine books), covering approximately 6,950,043.66 acres.

Cherokee Nation: In two volumes, of which there are duplicate and triplicate copies, making three records (six books), covering approximately 4,420,070.13 acres.

This makes 27 books in all to be prepared for this work.

The record of estimated commercial timber is contained in 54 books, and shows 1,203,960,000 feet of merchantable pine. These records were practically finished in June, 1902, there remaining only to prepare an index to same by township and range for convenience of reference to any particular tract when desired.

The classification of land has been entirely entered in all of the original and duplicate records, and in all of the triplicate records, excepting the Cherokee. There remain, however, to be entered in duplicate and triplicate records, areas, town sites, and railroads yet to be transferred from the railroad books. Three-fourths of this set of records may be said to be finished.

## SURVEYS.

The landholdings of citizens of the Five Civilized Tribes, as a result of common ownership, were very irregular as related to lines of the United States surveys, and it was found necessary in the more thickly settled districts to subdivide sections into quarter sections, and in many instances into quarter quarter sections, in order to determine accurately the rights of citizens to select certain lands in allotment. Approximately 8,300 sections have been thus subdivided and improvements platted since these parties first entered the field in April, 1899.

There are now seven parties in the field engaged in this work, the greater portion of which has been finished, excepting in the Cherokee Nation and in the Northern Choctaw Nation, chiefly along the Canadian and Arkansas rivers.

These improvements are platted upon protractor diagrams, each section separately, and the notes of the United States survey upon exterior sectional lines are platted by townships in the office at Musko-

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BUSINESS STREET IN OKMULGEE.

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gee and forwarded to the field for the use of the parties. Descriptions of corners, taken from the notes of the United States survey, are also prepared in the office and forwarded to the field parties for the purpose of locating and identifying the original positions of corners which may have been obliterated.

### EXCESSIVE HOLDINGS.

Five inspectors were detailed upon excessive holdings in the Cherokee Nation for a period of about six months during the past year. The inspectors worked in conjunction with the survey parties, securing the names of persons so holding, together with the number in the family, and the name of the informer. A record of all improvements in the Cherokee Nation of which a survey has been made has been completed, together with the acreage held by different citizens.

## TOWN-SITE RESERVATIONS.

An act of Congress approved May 31, 1900, contains a provision under which the Secretary of the Interior was authorized at any time prior to allotment, upon the recommendation of the Commission to the Five Civilized Tribes, to make reservations for townsite purposes along lines of railroads through Indian Territory.

The provision is as follows:

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall he set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior.

Under this provision of law recommendations were made by the Commission up to and including June 30, 1902, for 43 town sites, of which number 35 were approved by the Secretary of the Interior.

In addition to these there have been 94 plats filed with the Commission, of approved town sites which were laid out by the town-site commissions for the several nations, under the direction of the United States Indian inspector.

The plats of approved town sites on file with the Commission to date number 147, and include an area of 50,278.01 square acres, divided among the nations as follows:

| | Acres. |
|---|---|
| Cherokee Nation, 25 towns, containing | 6,887.65 |
| Creek Nation, 25 towns, containing | 10,546.79 |
| Choctaw Nation, 44 towns, containing | 15,378.37 |
| Chickasaw Nation, 52 towns, containing | 17,465.20 |

These town sites are platted by the Commission upon the appraisement records and upon the allotment office records and the area taken

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up by them deducted, as it affects each quarter quarter section of the United States surveys of Indian Territory; this work being necessary in connection with ascertaining the amount of land subject to allotment in the different nations.

The laying out of town sites is still in progress, and the same are entered upon the records of the Commission as they are approved. Accompanying this report will be found a plat showing the towns for which reservations have been platted up to and including June 30, 1902. (Exhibit No. 6.)

## RAILROADS.

The construction of new lines of railroad through Indian Territory has shown marked activity during the past year. The records of the Commission show approximately 2,400 miles of road either in operation or under process of construction through Indian Territory, and when all are in operation the Territory will be supplied with excellent railroad facilities.

A recapitulation of mileage of railroads constructed and in course of construction, by nations, shows approximately as follows:

| | Miles. |
|---|---|
| Choctaw Nation | 780 |
| Cherokee Nation | 615 |
| Chickasaw Nation | 580 |
| Creek Nation | 400 |
| Seminole Nation | 25 |
| Total | 2,400 |

The platting of all railroads throughout the domain of the Five Civilized Tribes and the computation of area held by said railroads by virtue of various acts of Congress, as right of way, station grounds, etc., comes under the division of surveys and appraisement, and up to and including June 30, 1902, approximately 1,700 linear miles of road have been platted and areas of right of way, station grounds, etc., as they effect each 40-acre tract (Indian Territory surveys), have been calculated and recorded in railroad books prepared for the purpose. These areas will be deducted from the acreage to be allotted when that work is reached.

Accompanying this report, and marked Exhibit No. 5, is a diagram of Indian Territory, upon which is shown the railroad systems existing at the present time.

## ALLOTMENT PLATS.

There is now under preparation in this division plats designed for auxiliary records of allotment, when that work is reached, in the Cherokee, Choctaw, and Chickasaw nations.

Upon these plats all town sites are platted, also all railroads and lands reserved from allotment by the provisions of various agreements, for schools, academies, churches, etc., which lands are to be deducted from the aggregate acreage, showing the acreage subject to allotment and forming the basis upon which the Commission will proceed with the work of allotment.

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## ALLOTMENT CONTESTS.

The following is a detailed statement of the work of the Commission relating to allotment contests during the year ended June 30, 1902:

### CREEK NATION.

| | |
|---|---|
| Contests instituted prior to July 1, 1901 | 326 |
| Contests instituted from July 1, 1901, to June 30, 1902, inclusive | 227 |
| Total contests instituted up to and including June 30, 1902 | 553 |
| Contests disposed of prior to July 1, 1901 | 229 |
| Contests disposed of from July 1, 1901, to June 30, 1902, inclusive | 194 |
| Contests pending before the Commission July 1, 1902 | 115 |
| Contests pending on appeal July 1, 1902 | 15 |
| Total | 553 |

### SEMINOLE NATION.

The allotment-contest work in the Seminole Nation was begun during the fiscal year just ended, and 58 Seminole allotment-contest cases were filed and disposed of during the year. On June 30, 1902, there were no Seminole contests pending before the Commission, or on appeal, and the Commission has every reason to believe that this branch of the work in that nation is finished.

But little difficulty was experienced in disposing of Seminole allotment contests, owing to the fact—as was stated in the Commission's eighth annual report—that nearly all the lands within the Seminole Nation had been subdivided into 40-acre tracts, and the improvements thereon definitely located by the selection survey parties under the direction of the Commission.

### GENERAL OBSERVATIONS.

In the Commission's report to the Secretary of the Interior for the year ended June 30, 1901, it was stated that:

It is expected that but few contests will be instituted on selections made in the Creek Nation after August 23, 1901, by reason of section five of the Creek agreement approved March 1, 1901, which section reads in part as follows:

"* * * After the expiration of ninety days from the ratification of this agreement, any citizen may take lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires."

So far as the Commission is advised, this is the first legislation passed by Congress relating to the Five Tribes Commission which authorized one citizen to select land containing improvements belonging to and in lawful possession of another citizen, and, as will be seen by the portion of section 5 of the Creek agreement just quoted, Congress has wisely provided a means by which the citizen failing to select his land before the expiration of ninety days from the ratification of said agreement shall have pay for his improvements if the land be selected by another citizen, or shall have the right to remove his improvements from the land so selected.



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In making this statement the Commission proceeded on the theory that, according to section 5 of the Creek agreement, all unselected lands of the Creek Nation were, for the purposes of allotment, to be considered as public domain of the Creek Nation after the expiration of ninety days from the ratification of the agreement, and could be selected by any citizen of the nation. It was accordingly so held in the case of McNac *v.* Wadsworth, decided by the Commission on October 10, 1901, but on appeal to the Commissioner of Indian Affairs and the Department this decision was reversed. (Appendix No. 9, p. 149.) The number of Creek allotment contests has, therefore, increased rather than decreased, so that during the fiscal year just ended there were 227 Creek contests filed, 128 in excess of the number filed during the preceding year.

While the Department's decision in the McNac *v.* Wadsworth case has temporarily increased the labors of the Commission and made it possible for a Creek allotment to be successfully contested at any time before the deed is issued, its position in this case, and in the case of Gossett *v.* Johnson (Appendix No. 9, p. 147), can certainly leave no doubt in the minds of the citizens of the Five Civilized Tribes that the Department will not countenance the practice of one citizen filing on lands lawfully in possession of another citizen, which practice has prevailed to no little extent in the Creek Nation, and been the cause of many contests.

In comparing the work of the Commission in connection with allotment contests during the year just ended with that of the preceding year we find that while there were 186 more contests filed during the fiscal year just ended than were filed during the preceding year, the number of contests pending before the Commission on June 30, 1902, was only 22 in excess of what it was at the close of the fiscal year ended June 30, 1901. And during the year just ended the number of allotment contests disposed of was 252 as against 69 disposed of during the fiscal year ended June 30, 1901.

In the letter of the Commissioner of Indian Affairs to this Commission, dated December 26, 1899 (Land, 60,800), regarding the allotment contest of Brown *v.* Collins, it was stated that:

> It is understood by the office that this being among the first of the cases tried could not naturally be expected to be in accordance with the regular order of procedure, which it is hoped will be followed when the Commission and this office thoroughly understand what is needed and desired, and it is hoped that you will thoroughly appreciate the situation and feel convinced of the fact that the utmost care should be given by your Commission to the trial of these cases, because the rights of the parties depend more upon your decision and upon your action than upon the decision of any reviewing tribunal.

That the Commissioner of Indian Affairs is not unmindful of the fact that the Indian's home, however humble, is as much a home to him as the modern improved farm is to its owner, and that its crudeness detracts none from his right to take it in allotment, is shown by his letter to the Secretary of the Interior in the case of McNac *v.* Wadsworth (Land, 67,111, 1901) wherein it is stated:

> It has always been the policy of the law to uphold the sacredness of a man's domicile. Laws exempting the homestead from execution are well-nigh universal, and are always construed liberally in the interest of the maintenance of the home, for two good reasons: First, because the home is the foundation and bulwark of the nation; second, because, without a home, a man may become a public charge. On the other hand, laws that authorize the taking of a home are strictly construed, and

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he who would seize it must not fail in following the strict letter of the law in any particular, or his efforts will fail. Such laws must also be unequivocal in their terms, because all doubts and uncertainties inure to the benefit of the householder. This should be especially true of the Indian. The Government has for generations been striving to wean the Indian from his nomadic habits and cause him to become a home-keeping and a home-loving man. Under the circumstances it is hardly to be presumed that Congress would be willing to disturb an Indian in his home, he having once established it, except under extreme conditions, and should it contemplate such a thing the language of the act would undoubtedly be made clear and positive.

To assume that the section under consideration justifies the allotment of a Creek citizen's home to another is a matter of construction entirely, and I doubt if it should be held that the language is such as to constitute notice to the individual that it involves such serious consequences to him in case of failure to *record* his selection within ninety days. Would it not be more logical to conclude that under this section he should only be held to have abandoned his option for himself and family with reference to the lands outside, and be presumed to have selected his home as his final allotment? His occupancy of it is sufficient notice to his fellow-citizens of his intention to retain it, coupled with the fact that the records of the land office would show that he had not selected any other lands as his allotment.

The Commission, sharing this view, has exercised the utmost care in the disposition of allotment contests, and, while its progress in this branch of the work may at times have seemed unnecessarily slow, the fact should not be lost sight of that the work was entirely new. Precedents had to be established, and in order to do this it was necessary not only to exercise the utmost care in the preparation of decisions, but to await a final adjudication by the Commissioner of Indian Affairs and the Department, to which respective tribunals appeals may be taken from decisions of the Commission.

That substantial justice has been rendered in the Commission's decisions in these cases is evidenced by the statement showing the disposition of allotment contest cases appealed from the decisions of the Commission and finally disposed of prior to July 1, 1902 (Appendix No. 8, p. 126), which shows that of the 16 appeal cases closed during the fiscal year just ended the decision of the Commission was finally reversed in but one case, that of McNac *v.* Wadsworth.

The work in connection with these cases has now become so systematized that the Commission anticipates no difficulty in expeditiously disposing of allotment contests in the future. A digest of all the decisions of the Commission, the Commissioner of Indian Affairs, and the Department will be prepared during the present summer, so that at the opening of other land offices the Commission will be thoroughly equipped to conduct this branch of the work in the other nations as allotment therein is reached.

There is attached hereto and made a part of this report copies of the decisions of the Department rendered prior to July 1, 1902, in allotment contest cases, together with a digest of said decisions and a table of cases (Appendix No. 9, p. 128), a copy of the rules of practice in cases before the land offices of the Commission (Appendix No. 3, p. 114), and a copy of the regulations governing the recognition of agents and attorneys (Appendix No. 4, p. 117).

## CONCLUSION.

The fiscal year just closed has been the most noteworthy since the Commission entered upon its duties. The bitter antiallotment sentiment has largely yielded to the influences of reason and time, and the Five Tribes are now fairly upon the threshold of a new era. The

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enactment of legislation and the confirmation of agreements has enabled the Commission to make marked progress in remedying the objectionable political and social conditions which prevailed in Indian Territory for many years. While more or less irritation is yet noticeable in some quarters, yet matters generally are rapidly assuming the desired status. On the part of the Commission practical working machinery has been designed and put in motion. System and method in all branches of the work applicable to the complex subjects with which the Commission has to deal have been installed, and a healthy, vigorous current of business has taken the place of the congested, feverish conditions of the country which prevailed a short time since.

Should the agreements now pending before the various tribes be ratified, the ultimate end in view will depend for its attainment almost solely upon the elements of time and labor. The vexatious negotiations which have been in progress for nearly a decade will have been ended and the satisfactory and speedy culmination of a very preplexing problem may be anticipated.

Respectfully submitted.

HENRY L. DAWES,
TAMS BIXBY,
T. B. NEEDLES,
C. R. BRECKINRIDGE.

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STREET SCENE IN DURANT.

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# APPENDIX NO. 1.

## LEGISLATION AFFECTING WORK OF THE COMMISSION TO THE FIVE CIVILIZED TRIBES.

[Act of March 3, 1893.]

SEC. 16. The President shall nominate and, by and with the advice and consent of the Senate, shall appoint three commissioners to enter into negotiations with the Cherokee Nation, the Choctaw Nation, the Chickasaw Nation, the Muscogee (or Creek) Nation, the Seminole Nation, for the purpose of extinguishment of the national or tribal title to any lands within that territory now held by any and all of such nations or tribes, either by cession of the same or some part thereof to the United States, or by the allotment and division of the same in severalty among the Indians of such nations or tribes, respectively, as may be entitled to the same, or by such other method as may be agreed upon between the several nations and tribes aforesaid, or each of them, with the United States, with a view to such an adjustment, upon the basis of justice and equity, as may, with the consent of such nations or tribes of Indians, so far as may be necessary, be requisite and suitable to enable the ultimate creation of a State or States of the Union which shall embrace the lands within said Indian Territory.

The commissioners so appointed shall each receive a salary, to be paid during such time as they may be actually employed, under direction of the President, in the duties enjoined by this act, at the rate of five thousand dollars per annum, and shall also be paid their reasonable and proper expenses incurred in prosecution of the objects of this act, upon accounts therefor to be rendered to and allowed by the Secretary of the Interior from time to time. That such commissioners shall have power to employ a secretary, a stenographer, and such interpreter or interpreters as may be found necessary to the performance of their duties, and by order to fix their compensation, which shall be paid, upon the approval of the Secretary of the Interior, from time to time, with their reasonable and necessary expenses, upon accounts to be rendered as aforesaid; and may also employ, in like manner and with the like approval, a surveyor or other assistant or agent, which they shall certify in writing to be necessary to the performance of any part of their duties.

Such commissioners shall, under such regulations and directions as shall be prescribed by the President, through the Secretary of the Interior, enter upon negotiation with the several nations of Indians as aforesaid in the Indian Territory, and shall endeavor to procure, first, such allotment of lands in severalty to the Indians belonging to each such nation, tribe, or band, respectively, as may be agreed upon as just and proper to provide for each such Indian a sufficient quantity of land for his or her needs, in such equal distribution and apportionment as may be found just and suited to the circumstances; for which purpose, after the terms of such an agreement shall have been arrived at, the said commissioners shall cause the land of any such nation, or tribe, or band to be surveyed and the proper allotment to be designated; and, secondly, to procure the cession, for such price and upon such terms as shall be agreed upon, of any lands not found necessary to be so allotted or divided, to the United States; and to make proper agreements for the investment or holding by the United States of such moneys as may be paid or agreed to be paid to such nation, or tribes, or bands, or to any of the Indians thereof, for the extinguishment of their[a] therein. But said commissioners shall, however, have power to negotiate any and all such agreements as, in view of all the circumstances affecting the subject, shall be found requisite and suitable to such an arrangement of the rights and interests and affairs of such nations, tribes, bands, or Indians, or any of them, to enable the ultimate creation of a Territory of the United States with a view to the admission of the same as a State in the Union.

The commissioners shall, at any time, or from time to time, report to the Secretary of the Interior their transactions and the progress of their negotiations, and

[a] Word or words apparently omitted.



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shall, at any time, or from time to time, if separate agreements shall be made by them with any nation, tribe, or band in pursuance of the authority hereby conferred, report the same to the Secretary of the Interior for submission to Congress for its consideration and ratification.

For the purposes aforesaid there is hereby appropriated, out of any moneys in the Treasury of the United States, the sum of fifty thousand dollars, to be immediately available.

Neither the provisions of this section nor the negotiations or agreements which may be had or made thereunder shall be held in any way to waive or impair any right of sovereignty which the Government of the United States has over or respecting said Indian Territory or the people thereof, or any other right of the Government relating to said Territory, its lands, or the people thereof.

Approved, March 3, 1893.

[Act of March 2, 1895.]

For continuing the work of the Commission appointed under section sixteen of the act entitled "An act making appropriations for current and contingent expenses and fulfilling treaty stipulations with Indian tribes for fiscal year ending June thirtieth, eighteen hundred and ninety-four," approved March third, eighteen hundred and ninety-three, including the unexpended balance of the present appropriation, thirty thousand dollars, to be immediately available; and the President is hereby authorized to appoint two additional members of said Commission, who shall receive the compensation and expenses provided in said act for members of said Commission: *Provided*, That so much of said act as authorizes the employment of a stenographer and a surveyor, or other assistant or agent, is hereby repealed.

[Act of June 10, 1896.]

For salaries and expenses of the commissioners appointed under acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, the sum of forty thousand dollars, to be immediately available; and said Commission is directed to continue the exercise of the authority already conferred upon them by law and endeavor to accomplish the objects heretofore prescribed to them and report from time to time to Congress.

That said Commission is further authorized and directed to proceed at once to hear and determine the application of all persons who may apply to them for citizenship in any of said nations, and after said hearing they shall determine the right of said applicant to be so admitted and enrolled: *Provided, however*, That such application shall be made to such commissioners within three months after the passage of this act. The said Commission shall decide all such applications within ninety days after the same shall be made. That in determining all such applications said Commission shall respect all laws of the several nations or tribes, not inconsistent with the laws of the United States, and all treaties with either of said nations or tribes, and shall give due force and effect to the rolls, usages, and customs of each of said nations or tribes: *And provided further*, That the rolls of citizenship of the several tribes as now existing are hereby confirmed, and any person who shall claim to be entitled to be added to said rolls as a citizen of either of said tribes and whose right thereto has either been denied or not acted upon, or any citizen who may within three months from and after the passage of this act desire such citizenship, may apply to the legally constituted court or committee designated by the several tribes for such citizenship, and such court or committee shall determine such application within thirty days from the date thereof.

In the performance of such duties said Commission shall have power and authority to administer oaths, to issue process for and compel the attendance of witnesses, and to send for persons and papers, and all depositions and affidavits and other evidence in any form whatsoever heretofore taken where the witnesses giving said testimony are dead or now residing beyond the limits of said Territory, and to use every fair and reasonable means within their reach for the purpose of determining the rights of persons claiming such citizenship, or to protect any of said nations from fraud or wrong, and the rolls so prepared by them shall be hereafter held to be the true and correct rolls of persons entitled to the rights of citizenship in said several tribes: *Provided*, That if the tribe, or any person, be aggrieved with the decision of the tribal authorities or the Commission provided for in this act, it or he may appeal from such decision to the United States district court: *Provided, however*, That the appeal shall be taken within sixty days, and the judgment of the court shall be final.

That the said Commission, after the expiration of six months, shall cause a complete roll of citizenship of each of said nations to be made up from their records, and

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add thereto the names of citizens whose right may be conferred under this act and said rolls shall be, and are hereby, made rolls of citizenship of said nations or tribes, subject, however, to the determination of the United States courts, as provided herein.

The Commission is hereby required to file the lists of members as they finally approve them with the Commissioner of Indian Affairs, to remain there for use as the final judgment of the duly constituted authorities. And said Commission shall also make a roll of freedmen entitled to citizenship in said tribes, and shall include their names in the lists of members to be filed with the Commissioner of Indian Affairs. And said Commission is further authorized and directed to make a full report to Congress of leases, tribal and individual, with the area, amount, and value of the property leased and the amount received therefor, and by whom and from whom said property is leased, and is further directed to make a full and detailed report as to the excessive holdings of the members of said tribes and others.

It is hereby declared to be the duty of the United States to establish a government in the Indian Territory which will rectify the many inequalities and discriminations now existing in said Territory, and afford needful protection to the lives and property of all citizens and residents thereof.

[Act of June 7, 1897.]

For salaries of the commissioners appointed under acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty-five thousand dollars; for expenses of commissioners and necessary expenses of employees, ten thousand dollars, of which sum so much as may be necessary for expenses of employees for eighteen hundred and ninety-seven, to be immediately available: *Provided*, That two dollars per diem for expenses of a clerk detailed as special disbursing agent from date of original detail by Interior Department, while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of Commission, five thousand six hundred dollars; for contingent expenses of the Commission, one thousand four hundred dollars; in all, forty-two thousand dollars: *Provided*, That out of the appropriations for salaries and expenses of said commissioners for the fiscal year ending June thirtieth, eighteen hundred and ninety-seven, and prior years, there shall be paid for services heretofore performed, to F. E. Willie, twenty-seven dollars; A. W. Dickey, thirty-nine dollars; W. H. McClendon, thirty-three dollars; Henry Stroup, five hundred dollars; N. L. Steele, one hundred dollars: *And provided further*, The disbursing agent of said Commission may reimburse A. S. McKennon out of said fund fifty dollars heretofore paid by him to W. S. Olive for services. That the Commission appointed to negotiate with the Five Civilized Tribes in the Indian Territory shall examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship except an interest in the Choctaw annuities: *Provided further*, That on and after January first, eighteen hundred and ninety-eight, the United States courts in said Territory shall have original and exclusive jurisdiction and authority to try and determine all civil causes in law and equity thereafter instituted and all criminal causes for the punishment of any offense committed after January first, eighteen hundred and ninety-eight, by any person in said Territory, and the United States commissioners in said Territory shall have and exercise the powers and jurisdiction already conferred upon them by existing laws of the United States as respects all persons and property in said Territory; and the laws of the United States and the State of Arkansas in force in the Territory shall apply to all persons therein, irrespective of race, said courts exercising jurisdiction thereof as now conferred upon them in the trial of like causes; and any citizen of any one of said tribes otherwise qualified who can speak and understand the English language may serve as a juror in any of said courts.

That said Commission shall continue to exercise all authority heretofore conferred on it by law to negotiate with the Five Tribes, and any agreement made by it with any of said tribes, when ratified, shall operate to suspend any provisions of this act if in conflict therewith as to said nation: *Provided*, That the words "rolls of citizenship," as used in the act of June tenth, eighteen hundred and ninety-six, making appropriations for current and contingent expenses of the Indian Department and fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, eighteen hundred and ninety-seven, shall be construed to mean the last authenticated rolls of each tribe which have been approved by the council of the nation, and the descendants of those appearing on such rolls, and such additional names and their descendants as have been subsequently added, either by the council of such nation, the duly authorized courts thereof, or the Commission under the act

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of June tenth, eighteen hundred and ninety-six. And all other names appearing upon such rolls shall be open to investigation by such Commission for a period of six months after the passage of this act. And any name appearing on such rolls and not confirmed by the act of June tenth, eighteen hundred and ninety-six, as herein construed, may be stricken therefrom by such Commission where the party affected shall have ten days' previous notice that said Commission will investigate and determine the right of such party to remain upon such roll as a citizen of such nation: *Provided also*, That anyone whose name shall be stricken from the roll by such Commission shall have the right of appeal, as provided in the act of June tenth, eighteen hundred and ninety-six.

That on and after January first, eighteen hundred and ninety-eight, all acts, ordinances, and resolutions of the council of either of the aforesaid Five Tribes passed shall be certified immediately upon their passage to the President of the United States and shall not take effect if disapproved by him, or until thirty days after their passage: *Provided*, That this act shall not apply to resolutions for adjournment, or any acts, or resolutions, or ordinances in relation to negotiations with commissioners heretofore appointed to treat with said tribes.

[Act of June 28, 1898.]

(Curtis Act.)

[30 Stat. L., 495.]

AN ACT For the protection of the people of the Indian Territory, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That in all criminal prosecutions in the Indian Territory against officials for embezzlement, bribery, and embracery the word "officer," when the same appears in the criminal laws heretofore extended over and put in force in said Territory, shall include all officers of the several tribes or nations of Indians in said Territory.

SEC. 2. That when in the progress of any civil suit, either in law or equity, pending in the United States court, in any district in said Territory, it shall appear to the court that the property of any tribe is in any way affected by the issues being heard, said court is hereby authorized and required to make said tribe a party to said suit by service upon the chief or governor of the tribe, and the suit shall thereafter be conducted and determined as if said tribe had been an original party to said action.

SEC. 3. That said courts are hereby given jurisdiction in their respective districts to try cases against those who may claim to hold as members of a tribe and whose membership is denied by the tribe, but who continue to hold said lands and tenements notwithstanding the objection of the tribe; and if it be found upon trial that the same are held unlawfully against the tribe by those claiming to be members thereof, and the membership and right are disallowed by the Commission to the Five Tribes, or the United States court, and the judgment has become final, then said court shall cause the parties charged with unlawfully holding said possessions to be removed from the same and cause the lands and tenements to be restored to the person or persons or nation or tribe of Indians entitled to the possession of the same: *Provided always*, That any person being a noncitizen in possession of lands, holding the possession thereof under an agreement, lease, or improvement contract with either of said nations or tribes, or any citizen thereof, executed prior to January first, eighteen hundred and ninety-eight, may, as to lands not exceeding in amount one hundred and sixty acres, in defense of any action for the possession of said lands show that he is and has been in peaceable possession of such lands, and that he has while in such possession made lasting and valuable improvements thereon, and that he has not enjoyed the possession thereof a sufficient length of time to compensate him for such improvements. Thereupon the court or jury trying said cause shall determine the fair and reasonable value of such improvements and the fair and reasonable rental value of such lands for the time the same shall have been occupied by such person, and if the improvements exceed in value the amount of rents with which such person should be charged, the court, in its judgment, shall specify such time as will, in the opinion of the court, compensate such person for the balance due, and award him possession for such time unless the amount be paid by claimant within such reasonable time as the court shall specify. If the finding be that the amount of rents exceed the value of the improvements, judgment shall be rendered against the defendant for such sum, for which execution may issue.

SEC. 4. That all persons who have heretofore made improvements on lands belonging to any one of the said tribes of Indians, claiming rights of citizenship, whose claims have been decided adversely under the act of Congress approved June tenth,

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eighteen hundred and ninety-six, shall have possession thereof until and including December thirty-first, eighteen hundred and ninety-eight, and may, prior to that time, sell or dispose of the same to any member of the tribe owning the land who desires to take the same in his allotment: *Provided*, That this section shall not apply to improvements which have been appraised and paid for, or payment tendered by the Cherokee Nation under the agreement with the United States approved by Congress March third, eighteen hundred and ninety-three.

SEC. 5. That before any action by any tribe or person shall be commenced under section three of this act it shall be the duty of the party bringing the same to notify the adverse party to leave the premises for the possession of which the action is about to be brought, which notice shall be served at least thirty days before commencing the action by leaving a written copy with the defendant, or, if he can not be found, by leaving the same at his last known place of residence or business with any person occupying the premises over the age of twelve years, or, if his residence or business address can not be ascertained, by leaving the same with any person over the age of twelve years upon the premises sought to be recovered and described in said notice; and if there be no person with whom said notice can be left, then by posting same on the premises.

SEC. 6. That the summons shall not issue in such action until the chief or governor of the tribe, or person or persons bringing suit in his own behalf, shall have filed a sworn complaint, on behalf of the tribe or himself, with the court, which shall, as near as practicable, describe the premises so detained, and shall set forth a detention without the consent of the person bringing said suit or the tribe, by one whose membership is denied by it: *Provided*, That if the chief or governor refuse or fail to bring suit in behalf of the tribe, then any member of the tribe may make complaint and bring said suit.

SEC. 7. That the court in granting a continuance of any case, particularly under section three, may, in its discretion, require the party applying therefor to give an undertaking to the adverse party, with good and sufficient securities, to be approved by the judge of the court, conditioned for the payment of all damages and costs and defraying the rent which may accrue if judgment be rendered against him.

SEC. 8. That when a judgment for restitution shall be entered by the court the clerk shall, at the request of the plaintiff or his attorney, issue a writ of execution thereon, which shall command the proper officer of the court to cause the defendant or defendants to be forthwith removed and ejected from the premises and the plaintiff given complete and undisturbed possession of the same. The writ shall also command the said officer to levy upon the property of the defendant or defendants subject to execution, and also collect therefrom the costs of the action and all accruing costs in the service of the writ. Said writ shall be executed within thirty days.

SEC. 9. That the jurisdiction of the court and municipal authority of the city of Fort Smith for police purposes in the State of Arkansas is hereby extended over all that strip of land in the Indian Territory lying and being situate between the corporate limits of the said city of Fort Smith and the Arkansas and Poteau rivers, and extending up the said Poteau River to the mouth of Mill Creek; and all the laws and ordinances for the preservation of the peace and health of said city, as far as the same are applicable, are hereby put in force therein: *Provided*, That no charge or tax shall ever be made or levied by said city against said land or the tribe or nation to whom it belongs.

SEC. 10. That all actions for restitution of possession of real property under this act must be commenced by the service of a summons within two years after the passage of this act, where the wrongful detention or possession began prior to the date of its passage; and all actions which shall be commenced hereafter, based upon wrongful detention or possession committed since the passage of this act must be commenced within two years after the cause of action accrued. And nothing in this act shall take away the right to maintain an action for unlawful and forcible entry and detainer given by the act of Congress passed May second, eighteen hundred and ninety (Twenty-sixth United States Statutes, page ninety-five).

SEC. 11. That when the roll of citizenship of any one of said nations or tribes is fully completed as provided by law, and the survey of the lands of said nation or tribe is also completed, the Commission heretofore appointed under acts of Congress, and known as the "Dawes Commission," shall proceed to allot the exclusive use and occupancy of the surface of all the lands of said nation or tribe susceptible of allotment among the citizens thereof, as shown by said roll, giving to each, so far as possible, his fair and equal share thereof, considering the nature and fertility of the soil, location, and value of same; but all oil, coal, asphalt, and mineral deposits in the lands of any tribe are reserved to such tribe, and no allotment of such lands shall carry the title to such oil, coal, asphalt, or mineral deposits; and all town sites shall also be reserved to the several tribes, and shall be set apart by the Commission heretofore

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mentioned as incapable of allotment. There shall also be reserved from allotment a sufficient amount of lands now occupied by churches, schools, parsonages, charitable institutions, and other public buildings for their present actual and necessary use, and no more, not to exceed five acres for each school and one acre for each church and each parsonage, and for such new schools as may be needed; also sufficient land for burial grounds where necessary. When such allotment of the lands of any tribe has been by them completed, said Commission shall make full report thereof to the Secretary of the Interior for his approval: *Provided*, That nothing herein contained shall in any way affect any vested legal rights which may have been heretofore granted by act of Congress, nor be so construed as to confer any additional rights upon any parties claiming under any such act of Congress: *Provided further*, That whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home if the holder so desires: *Provided further*, That if the person to whom an allotment shall have been made shall be declared, upon appeal as herein provided for, by any of the courts of the United States in or for the aforesaid Territory, to have been illegally accorded rights of citizenship, and for that or any other reason declared to be not entitled to any allotment, he shall be ousted and ejected from said lands; that all persons known as intruders who have been paid for their improvements under existing laws and have not surrendered possession thereof who may be found under the provisions of this act to be entitled to citizenship shall, within ninety days thereafter, refund the amount so paid them, with six per centum interest, to the tribe entitled thereto; and upon their failure so to do said amount shall become a lien upon all improvements owned by such person in such Territory, and may be enforced by such tribe; and unless such person makes such restitution no allotments shall be made to him: *Provided further*, That the lands allotted shall be nontransferable until after full title is acquired and shall be liable for no obligations contracted prior thereto by the allottee, and shall be nontaxable while so held: *Provided further*, That all towns and cities heretofore incorporated or incorporated under the provisions of this act are hereby authorized to secure, by condemnation or otherwise, all the lands actually necessary for public improvements, regardless of tribal lines; and when the same can not be secured otherwise than by condemnation, then the same may be acquired as provided in sections nine hundred and seven and nine hundred and twelve, inclusive, of Mansfield's Digest of the Statutes of Arkansas.

SEC. 12. That when report of allotments of lands of any tribe shall be made to the Secretary of the Interior, as hereinbefore provided, he shall make a record thereof, and when he shall confirm such allotments the allottees shall remain in peaceable and undisturbed possession thereof, subject to the provisions of this act.

SEC. 13. That the Secretary of the Interior is hereby authorized and directed from time to time to provide rules and regulations in regard to the leasing of oil, coal, asphalt, and other minerals in said Territory, and all such leases shall be made by the Secretary of the Interior; and any lease for any such minerals otherwise made shall be absolutely void. No lease shall be made or renewed for a longer period than fifteen years, nor cover the mineral in more than six hundred and forty acres of land, which shall conform as nearly as possible to the surveys. Lessees shall pay on each oil, coal, asphalt, or other mineral claim at the rate of one hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years, and five hundred dollars, in advance, for each succeeding year thereafter, as advanced royalty on the mine or claim on which they are made. All such payments shall be a credit on royalty when each said mine is developed and operated and its production is in excess of such guaranteed annual advanced payments; and all lessees must pay said annual advanced payments on each claim, whether developed or undeveloped; and should any lessee neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and the royalties paid in advance shall then become and be the money and property of the tribe. Where any oil, coal, asphalt, or other mineral is hereafter opened on land allotted, sold, or reserved, the value of the use of the necessary surface for prospecting or mining, and the damage done to the other land and improvements, shall be ascertained under the direction of the Secretary of the Interior and paid to the allottee or owner of the land, by the lessee or party operating the same, before operations begin: *Provided*, That nothing herein contained shall impair the rights of any holder or owner of a leasehold interest in any oil, coal rights, asphalt, or mineral which have been assented to by act of Congress, but all such interest shall continue unimpaired hereby, and shall be assured to such holders or owners by leases from the Secretary of the Interior for the term not exceeding fifteen years, but subject to payment of advance royalties as herein provided, when such leases are not operated, to the rate of royalty on coal mined, and the rules and

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regulations to be prescribed by the Secretary of the Interior, and preference shall be given to such parties in renewals of such leases: *And provided further*, That when, under the customs and laws heretofore existing and prevailing in the Indian Territory, leases have been made of different groups or parcels of oil, coal, asphalt, or other mineral deposits, and possession has been taken thereunder and improvements made for the development of such oil, coal, asphalt, or other mineral deposits, by lessees or their assigns, which have resulted in the production of oil, coal, asphalt, or other mineral in commercial quantities by such lessees or their assigns, then such parties in possession shall be given preference in the making of new leases, in compliance with the directions of the Secretary of the Interior; and in making new leases due consideration shall be made for the improvements of such lessees, and in all cases of the leasing or renewal of leases of oil, coal, asphalt, and other mineral deposits preference shall be given to parties in possession who have made improvements. The rate of royalty to be paid by all lessees shall be fixed by the Secretary of the Interior.

SEC. 14. That the inhabitants of any city or town in said Territory having two hundred or more residents therein may proceed, by petition to the United States court in the district in which such city or town is located, to have the same incorporated as provided in chapter twenty-nine of Mansfield's Digest of the Statutes of Arkansas, if not already incorporated thereunder; and the clerk of said court shall record all papers and perform all the acts required of the recorder of the county, or the clerk of the county court, or the secretary of state, necessary for the incorporation of any city or town, as provided in Mansfield's Digest, and such city or town government, when so authorized and organized, shall possess all the powers and exercise all the rights of similar municipalities in said State of Arkansas. All male inhabitants of such cities and towns over the age of twenty-one years, who are citizens of the United States or of either of said tribes, who have resided therein more than six months next before any election held under this act, shall be qualified voters at such election. That mayors of such cities and towns, in addition to their other powers, shall have the same jurisdiction in all civil and criminal cases arising within the corporate limits of such cities and towns as, and coextensive with, United States commissioners in the Indian Territory, and may charge, collect, and retain the same fees as such commissioners now collect and account for to the United States; and the marshal or other executive officer of such city or town may execute all processes issued in the exercise of the jurisdiction hereby conferred, and charge and collect the same fees for similar services as are allowed to constables under the laws now in force in said Territory.

All elections shall be conducted under the provisions of chapter fifty-six of said digest, entitled "Elections," so far as the same may be applicable; and all inhabitants of such cities and towns, without regard to race, shall be subject to all laws and ordinances of such city or town governments, and shall have equal rights, privileges, and protection therein. Such city or town governments shall in no case have any authority to impose upon or levy any tax against any lands in said cities or towns until after title is secured from the tribe; but all other property, including all improvements on town lots, which for the purposes of this act shall be deemed and considered personal property, together with all occupations and privileges, shall be subject to taxation. And the councils of such cities and towns, for the support of the same and for school and other public purposes, may provide by ordinance for the assessment, levy, and collection annually of a tax upon such property, not to exceed in the aggregate two per centum of the assessed value thereof, in manner provided in chapter one hundred and twenty-nine of said digest, entitled "Revenue," and for such purposes may also impose a tax upon occupations and privileges.

Such councils may also establish and maintain free schools in such cities and towns, under the provisions of sections sixty-two hundred and fifty-eight to sixty-two hundred and seventy-six, inclusive, of said digest, and may exercise all the powers conferred upon special school districts in cities and towns in the State of Arkansas by the laws of said State when the same are not in conflict with the provisions of this act.

For the purposes of this section all the laws of said State of Arkansas herein referred to, so far as applicable, are hereby put in force in said Territory; and the United States court therein shall have jurisdiction to enforce the same, and to punish any violation thereof, and the city or town councils shall pass such ordinances as may be necessary for the purpose of making the laws extended over them applicable to them and for carrying the same into effect: *Provided*, That nothing in this act, or in the laws of the State of Arkansas, shall authorize or permit the sale, or exposure for sale, of any intoxicating liquor in said Territory, or the introduction thereof into said Territory; and it shall be the duty of the district attorneys in said Territory and the officers of such municipalities to prosecute all violators of the laws of the United States relating to the introduction of intoxicating liquors into said Territory, or to

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their sale, or exposure for sale, therein: *Provided further*, That owners and holders of leases or improvements in any city or town shall be privileged to transfer the same.

SEC. 15. That there shall be a commission in each town for each one of the Chickasaw, Choctaw, Creek, and Cherokee tribes, to consist of one member to be appointed by the executive of the tribe, who shall not be interested in town property, other than his home; one person to be appointed by the Secretary of the Interior, and one member to be selected by the town. And if the executive of the tribe or the town fail to select members as aforesaid, they may be selected and appointed by the Secretary of the Interior.

Said commissions shall cause to be surveyed and laid out town sites where towns with a present population of two hundred or more are located, conforming to the existing survey, so far as may be, with proper and necessary streets, alleys, and public grounds, including parks and cemeteries, giving to each town such territory as may be required for its present needs and reasonable prospective growth; and shall prepare correct plats thereof, and file one with the Secretary of the Interior, one with the clerk of the United States court, one with the authorities of the tribe, and one with the town authorities. And all town lots shall be appraised by said commission at their true value, excluding improvements; and separate appraisements shall be made of all improvements thereon; and no such appraisement shall be effective until approved by the Secretary of the Interior, and in case of disagreement by the members of such commission as to the value of any lot the Secretary may fix the value thereof.

The owner of the improvements upon any town lot, other than fencing, tillage, or temporary buildings, may deposit in the United States treasury, Saint Louis, Missouri, one-half of such appraised value; ten per centum within two months and fifteen per centum more within six months after notice of appraisement, and the remainder in three equal annual installments thereafter, depositing with the Secretary of the Interior one receipt for each payment, and one with the authorities of the tribe, and such deposit shall be deemed a tender to the tribe of the purchase money for such lot.

If the owner of such improvements on any lot fails to make deposit of the purchase money as aforesaid, then such lot may be sold in the manner herein provided for the sale of unimproved lots; and when the purchaser thereof has complied with the requirements herein for the purchase of improved lots he may, by petition, apply to the United States court within whose jurisdiction the town is located for condemnation and appraisement of such improvements, and petitioner shall, after judgment, deposit the value so fixed with the clerk of the court; and thereupon the defendant shall be required to accept the same in full payment for his improvements or remove same from the lot within such time as may be fixed by the court.

All town lots not improved as aforesaid shall belong to the tribe, and shall be in like manner appraised, and, after approval by the Secretary of the Interior, and due notice, sold to the highest bidder at public auction by said commission, but not for less than their appraised value, unless ordered by the Secretary of the Interior; and purchasers may in like manner make deposits of the purchase money with like effect, as in case of improved lots.

The inhabitants of any town may, within one year after the completion of the survey thereof, make such deposit of ten dollars per acre for parks, cemeteries, and other public grounds laid out by said commission with like effect as for improved lots; and such parks and public grounds shall not be used for any purpose until such deposits are made.

The person authorized by the tribe or tribes may execute or deliver to any such purchaser, without expense to him, a deed conveying to him the title to such lands or town lots; and thereafter the purchase money shall become the property of the tribe; and all such moneys shall, when titles to all the lots in the towns belonging to any tribe have been thus perfected, be paid per capita to the members of the tribe: *Provided, however*, That in those town sites designated and laid out under the provisions of this act where coal leases are now being operated and coal is being mined, there shall be reserved from appraisement and sale all lots occupied by houses of miners actually engaged in mining, and only while they are so engaged, and in addition thereto a sufficient amount of land, to be determined by the appraisers, to furnish homes for the men actually engaged in working for the lessees operating said mines and a sufficient amount for all buildings and machinery for mining purposes: *And provided further*, That when the lessees shall cease to operate said mines, then, and in that event, the lots of land so reserved shall be disposed of as provided for in this act.

SEC. 16. That it shall be unlawful for any person, after the passage of this act, except as hereinafter provided, to claim, demand, or receive, for his own use or for

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the use of anyone else, any royalty on oil, coal, asphalt, or other mineral, or on any timber or lumber, or any other kind of property whatsoever, or any rents on any lands or property belonging to any one of said tribes or nations in said Territory, or for anyone to pay to any individual any such royalty or rents or any consideration therefor whatsoever; and all royalties and rents hereafter payable to the tribe shall be paid, under such rules and regulations as may be prescribed by the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe to which they belong: *Provided*, That where any citizen shall be in possession of only such amount of agricultural or grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children are entitled, he may continue to use the same or receive the rents thereon until allotment has been made to him: *Provided further*, That nothing herein contained shall impair the rights of any member of a tribe to dispose of any timber contained on his, her, or their allotment.

SEC. 17. That it shall be unlawful for any citizen of any one of said tribes to inclose or in any manner, by himself or through another, directly or indirectly, to hold possession of any greater amount of lands or other property belonging to any such nation or tribe than that which would be his approximate share of the lands belonging to such nation or tribe and that of his wife and his minor children as per allotment herein provided; and any person found in such possession of lands or other property in excess of his share and that of his family, as aforesaid, or having the same in any manner inclosed, at the expiration of nine months after the passage of this act, shall be deemed guilty of a misdemeanor.

SEC. 18. That any person convicted of violating any of the provisions of sections sixteen and seventeen of this act shall be deemed guilty of a misdemeanor and punished by a fine of not less than one hundred dollars, and shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs), and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. And the United States district attorneys in said Territory are required to see that the provisions of said sections are strictly enforced, and they shall at once proceed to dispossess all persons of such excessive holding of lands and to prosecute them for so unlawfully holding the same.

SEC. 19. That no payment of any moneys on any account whatever shall hereafter be made by the United States to any of the tribal governments or to any officer thereof for disbursement, but payments of all sums to members of said tribes shall be made under direction of the Secretary of the Interior by an officer appointed by him; and per capita payments shall be made direct to each individual in lawful money of the United States, and the same shall not be liable to the payment of any previously contracted obligation.

SEC. 20. That the commission hereinbefore named shall have authority to employ, with approval of the Secretary of the Interior, all assistance necessary for the prompt and efficient performance of all duties herein imposed, including competent surveyors to make allotments, and to do any other needed work, and the Secretary of the Interior may detail competent clerks to aid them in the performance of their duties.

SEC. 21. That in making rolls of citizenship of the several tribes, as required by law, the Commission to the Five Civilized Tribes is authorized and directed to take the roll of Cherokee citizens of eighteen hundred and eighty (not including freedmen) as the only roll intended to be confirmed by this and preceding acts of Congress, and to enroll all persons now living whose names are found on said roll, and all descendants born since the date of said roll to persons whose names are found thereon; and all persons who have been enrolled by the tribal authorities who have heretofore made permanent settlement in the Cherokee Nation whose parents, by reason of their Cherokee blood, have been lawfully admitted to citizenship by the tribal authorities, and who were minors when their parents were so admitted; and they shall investigate the right of all other persons whose names are found on any other rolls and omit all such as may have been placed thereon by fraud or without authority of law, enrolling only such as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to citizenship under Cherokee laws.

It shall make a roll of Cherokee freedmen in strict compliance with the decree of the Court of Claims rendered the third day of February, eighteen hundred and ninety-six.

Said Commission is authorized and directed to make correct rolls of the citizens by blood of all the other tribes, eliminating from the tribal rolls such names as may have been placed thereon by fraud or without authority of law, enrolling such only as may have lawful right thereto, and their descendants born since such rolls were

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made, with such intermarried white persons as may be entitled to Choctaw and Chickasaw citizenship under the treaties and the laws of said tribes.

Said Commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the treaty between the United States and the Choctaw Nation concluded September twenty-seventh, eighteen hundred and thirty, and to that end may administer oaths, examine witnesses, and perform all other acts necessary thereto and make report to the Secretary of the Interior.

The roll of Creek freedmen made by J. W. Dunn, under authority of the United States, prior to March fourteenth, eighteen hundred and sixty-seven, is hereby confirmed, and said Commission is directed to enroll all persons now living whose names are found on said rolls, and all descendants born since the date of said roll to persons whose names are found thereon, with such other persons of African descent as may have been rightfully admitted by the lawful authorities of the Creek Nation.

It shall make a correct roll of all Choctaw freedmen entitled to citizenship under the treaties and laws of the Choctaw Nation, and all their descendants born to them since the date of the treaty.

It shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty, and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined in such manner as shall be hereafter provided by Congress.

The several tribes may, by agreement, determine the right of persons who for any reason may claim citizenship in two or more tribes, and to allotment of lands and distribution of moneys belonging to each tribe; but if no such agreement be made, then such claimant shall be entitled to such rights in one tribe only, and may elect in which tribe he will take such right; but if he fail or refuse to make such selection in due time, he shall be enrolled in the tribe with whom he has resided, and there be given such allotment and distributions, and not elsewhere.

No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship: *Provided, however*, That nothing contained in this act shall be so construed as to militate against any rights or privileges which the Mississippi Choctaws may have under the laws of or the treaties with the United States.

Said Commission shall make such rolls descriptive of the persons thereon, so that they may be thereby identified, and it is authorized to take a census of each of said tribes, or to adopt any other means by them deemed necessary to enable them to make such rolls. They shall have access to all rolls and records of the several tribes, and the United States court in Indian Territory shall have jurisdiction to compel the officers of the tribal governments and custodians of such rolls and records to deliver same to said Commission, and on their refusal or failure to do so to punish them as for contempt; as also to require all citizens of said tribes, and persons who should be so enrolled, to appear before said Commission for enrollment, at such times and places as may be fixed by said Commission, and to enforce obedience of all others concerned, so far as the same may be necessary, to enable said Commission to make rolls as herein required, and to punish anyone who may in any manner or by any means obstruct said work.

The rolls so made, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon, with their descendants thereafter born to them, with such persons as may intermarry according to tribal laws, shall alone constitute the several tribes which they represent.

The members of said Commission shall, in performing all duties required of them by law, have authority to administer oaths, examine witnesses, and send for persons and papers; and any person who shall willfully and knowingly make any false affidavit or oath to any material fact or matter before any member of said Commission, or before any other officer authorized to administer oaths, to any affidavit or other paper to be filed or oath taken before said Commission, shall be deemed guilty of perjury, and on conviction thereof shall be punished as for such offense.

SEC. 22. That where members of one tribe, under intercourse laws, usages, or customs, have made homes within the limits and on the lands of another tribe they may retain and take allotment, embracing same under such agreement as may be made between such tribes respecting such settlers; but if no such agreement be made the improvements so made shall be appraised, and the value thereof, including all damages incurred by such settler incident to enforced removal, shall be paid to him immediately upon removal, out of any funds belonging to the tribe, or such settler, if he so desire, may make private sale of his improvements to any citizen of

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the tribe owning the lands: *Provided*, That he shall not be paid for improvements made on lands in excess of that to which he, his wife, and minor children are entitled to under this act.

SEC. 23. That all leases of agricultural or grazing land belonging to any tribe made after the first day of January, eighteen hundred and ninety-eight, by the tribe or any member thereof shall be absolutely void, and all such grazing leases made prior to said date shall terminate on the first day of April, eighteen hundred and ninety-nine, and all such agricultural leases shall terminate on January first, nineteen hundred; but this shall not prevent individuals from leasing their allotments when made to them as provided in this act, nor from occupying or renting their proportionate shares of the tribal lands until the allotments herein provided for are made.

SEC. 24. That all moneys paid into the United States treasury at Saint Louis, Missouri, under provisions of this act shall be placed to the credit of the tribe to which they belong; and the assistant United States treasurer shall give triplicate receipts therefor to the depositor.

SEC. 25. That before any allotment shall be made of lands in the Cherokee Nation, there shall be segregated therefrom by the Commission heretofore mentioned, in separate allotments or otherwise, the one hundred and fifty-seven thousand six hundred acres purchased by the Delaware tribe of Indians from the Cherokee Nation under agreement of April eighth, eighteen hundred and sixty-seven, subject to the judicial determination of the rights of said descendants and the Cherokee Nation under said agreement. That the Delaware Indians residing in the Cherokee Nation are hereby authorized and empowered to bring suit in the Court of Claims of the United States, within sixty days after the passage of this act, against the Cherokee Nation, for the purpose of determining the rights of said Delaware Indians in and to the lands and funds of said nation under their contract and agreement with the Cherokee Nation dated April eight, eighteen hundred and sixty-seven; or the Cherokee nation may bring a like suit against said Delaware Indians; and jurisdiction is conferred on said court to adjudicate and fully determine the same, with right of appeal to either party to the Supreme Court of the United States.

SEC. 26. That on and after the passage of this act the laws of the various tribes or nations of Indians shall not be enforced at law or in equity by the courts of the United States in the Indian Territory.

SEC. 27. That the Secretary of the Interior is authorized to locate one Indian inspector in Indian Territory, who may, under his authority and direction, perform any duties required of the Secretary of the Interior by law relating to affairs therein.

SEC 28. That on the first day of July, eighteen hundred and ninety-eight, all tribal courts in Indian Territory shall be abolished, and no officer of said courts shall thereafter have any authority whatever to do or perform any act theretofore authorized by any law in connection with said courts, or to receive any pay for same; and all civil and criminal causes then pending in any such court shall be transferred to the United States court in said Territory by filing with the clerk of the court the original papers in the suit: *Provided*, That this section shall not be in force as to the Chickasaw, Choctaw, and Creek tribes or nations until the first day of October, eighteen hundred and ninety-eight.

SEC. 29. That the agreement made by the Commission to the Five Civilized Tribes with commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-third day of April, eighteen hundred and ninety-seven, as herein amended, is hereby ratified and confirmed, and the same shall be of full force and effect if ratified before the first day of December, eighteen hundred and ninety-eight, by a majority of the whole number of votes cast by the members of said tribes at an election held for that purpose; and the executives of said tribes are hereby authorized and directed to make public proclamation that said agreement shall be voted on at the next general election, or at any special election to be called by such executives for the purpose of voting on said agreement; and at the election held for such purpose all male members of each of said tribes qualified to vote under his tribal laws shall have the right to vote at the election precinct most convenient to his residence, whether the same be within the bounds of his tribe or not: *Provided*, That no person whose right to citizenship in either of said tribes or nations is now contested in original or appellate proceedings before any United States court shall be permitted to vote at said election: *Provided further*, That the votes cast in both said tribes or nations shall be forthwith returned duly certified by the precinct officers to the national secretaries of said tribes or nations, and shall be presented by said national secretaries to a board of commissioners consisting of the principal chief and national secretary of the Choctaw Nation, the governor and national secretary of the Chickasaw Nation, and a member of the Commission to the Five Civilized Tribes, to be designated by the chairman of said Commission; and said board shall meet without delay at Atoka, in the Indian Territory, and canvass and count said votes and make

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proclamation of the result; and if said agreement as amended be so ratified, the provisions of this act shall then only apply to said tribes where the same do not conflict with the provisions of said agreement; but the provisions of said agreement, if so ratified, shall not in any manner affect the provisions of section fourteen of this act, which said amended agreement is as follows:

This agreement, by and between the Government of the United States, of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Frank C. Armstrong, Archibald S. McKennon, Thomas B. Cabaniss, and Alexander B. Montgomery, duly appointed and authorized thereunto, and the governments of the Choctaw and Chickasaw tribes or nations of Indians in the Indian Territory, respectively, of the second part, entered into in behalf of such Choctaw and Chickasaw governments, duly appointed and authorized thereunto, viz, Green McCurtain, J. S. Standley, N. B. Ainsworth, Ben Hampton, Wesley Anderson, Amos Henry, D. C. Garland, and A. S. Williams, in behalf of the Choctaw Tribe or Nation, and R. M. Harris, I. O. Lewis, Holmes Colbert, P. S. Mosely, M. V. Cheadle, R. L. Murray, William Perry, A. H. Colbert, and R. L. Boyd, in behalf of the Chickasaw Tribe or Nation.

ALLOTMENT OF LANDS.

Witnesseth, That in consideration of the mutual undertakings, herein contained, it is agreed as follows:

That all the lands within the Indian Territory belonging to the Choctaw and Chickasaw Indians shall be allotted to the members of said tribes so as to give to each member of these tribes so far as possible a fair and equal share thereof, considering the character and fertility of the soil and the location and value of the lands.

That all the lands set apart for town sites, and the strip of land lying between the city of Fort Smith, Arkansas, and the Arkansas and Poteau rivers, extending up said river to the mouth of Mill Creek; and six hundred and forty acres each, to include the buildings now occupied by the Jones Academy, Tushkahoma Female Seminary, Wheelock Orphan Seminary, and Armstrong Orphan Academy, and ten acres for the capitol building of the Choctaw Nation; one hundred and sixty acres each, immediately contiguous to and including the buildings known as Bloomfield Academy, Lebanon Orphan Home, Harley Institute, Rock Academy, and Collins Institute, and five acres for the capitol building in the Chickasaw Nation, and the use of one acre of land for each church house now erected outside of the towns, and eighty acres of land each for J. S. Murrow, H. R. Schermerhorn, and the widow of R. S. Bell, who have been laboring as missionaries in the Choctaw and Chickasaw nations since the year eighteen hundred and sixty-six, with the same conditions and limitations as apply to lands allotted to the members of the Choctaw and Chickasaw nations, and to be located on lands not occupied by a Choctaw or a Chickasaw, and a reasonable amount of land, to be determined by the town-site commission, to include all court-houses and jails and other public buildings not hereinbefore provided for, shall be exempted from division. And all coal and asphalt in or under the lands allotted and reserved from allotment shall be reserved for the sole use of the members of the Choctaw and Chickasaw tribes, exclusive of freedmen: *Provided*, That where any coal or asphalt is hereafter opened on land allotted, sold, or reserved, the value of the use of the necessary surface for prospecting or mining, and the damage done to the other lands and improvements, shall be ascertained under the direction of the Secretary of the Interior and paid to the allottee or owner of the land by the lessee or party operating the same, before operations begin. That in order to such equal division, the lands of the Choctaws and Chickasaws shall be graded and appraised so as to give to each member, so far as possible, an equal value of the land: *Provided further*, That the Commission to the Five Civilized Tribes shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty, and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined, in such manner as shall hereafter be provided by act of Congress.

That the lands allotted to the Choctaw and Chickasaw freedmen are to be deducted from the portion to be allotted under this agreement to the members of the Choctaw and Chickasaws tribes so as to reduce the allotment to the Choctaws and Chickasaws by the value of the same.

That the said Choctaw and Chickasaw freedmen who may be entitled to allotments of forty acres each shall be entitled each to land equal in value to forty acres of the average land of the two nations.

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That in the appraisement of the lands to be allotted the Choctaw and Chickasaw tribes shall each have a representative, to be appointed by their respective executives, to cooperate with the Commission to the Five Civilized Tribes, or anyone making appraisements under the direction of the Secretary of the Interior in grading and appraising the lands preparatory to allotment. And the land shall be valued in the appraisement as if in its original condition, excluding the improvements thereon.

That the appraisement and allotment shall be made under the direction of the Secretary of the Interior, and shall begin as soon as the progress of the surveys, now being made by the United States Government, will admit.

That each member of the Choctaw and Chickasaw tribes, including Choctaw and Chickasaw freedmen, shall, where it is possible, have the right to take his allotment on land the improvements on which belong to him, and such improvements shall not be estimated in the value of his allotment. In the case of minor children allotments shall be selected for them by their father, mother, guardian, or the administrator having charge of their estate, preference being given in the order named, and shall not be sold during his (or her) minority. Allotments shall be selected for prisoners, convicts, and incompetents by some suitable person akin to them, and due care taken that all persons entitled thereto have allotments made to them.

All the lands allotted shall be nontaxable while the title remains in the original allottee, but not to exceed twenty-one years from date of patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent, and which shall be inalienable for twenty-one years from date of patent. This provision shall also apply to the Choctaw and Chickasaw freedman to the extent of his allotment. Selections for homesteads for minors to be made as provided herein in case of allotment, and the remainder of the lands allotted to said members shall be alienable for a price to be actually paid, and to include no former indebtedness or obligation—one-fourth of said remainder in one year, one-fourth in three years, and the balance of said alienable lands in five years from the date of the patent.

That all contracts looking to the sale or incumbrance in any way of the land of an allottee, except the sale hereinbefore provided, shall be null and void. No allottee shall lease his allotment, or any portion thereof, for a longer period than five years, and then without the privilege of renewal. Every lease which is not evidenced by writing, setting out specifically the terms thereof, or which is not recorded in the clerk's office of the United States court for the district in which the land is located, within three months after the date of its execution, shall be void, and the purchaser or lessee shall acquire no rights whatever by an entry or holding thereunder, and no such lease or any sale shall be valid as against the allottee unless providing to him a reasonable compensation for the lands sold or leased.

That all controversies arising between the members of said tribes as to their right to have certain lands allotted to them shall be settled by the commission making the allotments.

That the United States shall put each allottee in possession of his allotment and remove all persons therefrom objectionable to the allottee.

That the United States shall survey and definitely mark and locate the ninety-eighth (98th) meridian of west longitude between Red and Canadian rivers before allotment of the lands herein provided for shall begin.

MEMBERS' TITLES TO LANDS.

That, as soon as practicable after the completion of said allotments, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall jointly execute, under their hands and the seals of the respective nations, and deliver to each of the said allottees patents conveying to him all the right, title, and interest of the Choctaws and Chickasaws in and to the land which shall have been allotted to him in conformity with the requirements of this agreement, excepting all coal and asphalt in or under said land. Said patents shall be framed in accordance with the provisions of this agreement, and shall embrace the land allotted to such patentee and no other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and conveyance of all the lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except the land embraced in said patents, except also his interest in the proceeds of all lands, coal, and asphalt herein excepted from allotment.

That the United States shall provide by law for proper record of land titles in the territory occupied by the Choctaw and Chickasaw tribes.



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RAILROADS.

The rights of way for railroads through the Choctaw and Chickasaw nations to be surveyed and set apart and platted to conform to the respective acts of Congress granting the same in cases where said rights of way are defined by such acts of Congress, but in cases where the acts of Congress do not define the same, then Congress is memorialized to definitely fix the width of said rights of way for station grounds and between stations, so that railroads now constructed through said nations shall have, as near as possible, uniform rights of way; and Congress is also requested to fix uniform rates of fare and freight for all railroads through the Choctaw and Chickasaw nations; branch railroads now constructed and not built according to acts of Congress to pay the same rates for rights of way and station grounds as main lines.

TOWN SITES.

It is further agreed that there shall be appointed a commission for each of the two nations. Each commission shall consist of one member, to be appointed by the executive of the tribe for which said commission is to act, who shall not be interested in town property other than his home, and one to be appointed by the President of the United States. Each of said commissions shall lay out town sites, to be restricted as far as possible to their present limits, where towns are now located in the nation for which said commission is appointed. Said commission shall have prepared correct and proper plats of each town, and file one in the clerk's office of the United States district court for the district in which the town is located, and one with the principal chief or governor of the nation in which the town is located, and one with the Secretary of the Interior, be approved by him before the same shall take effect. When said towns are so laid out, each lot on which permanent, substantial, and valuable improvements, other than fences, tillage, and temporary houses, have been made, shall be valued by the commission provided for the nation in which the town is located at the price a fee-simple title to the same would bring in the market at the time the valuation is made, but not to include in such value the improvements thereon. The owner of the improvements on each lot shall have the right to buy one residence and one business lot at fifty per centum of the appraised value of such improved property, and the remainder of such improved property at sixty-two and one-half per centum of the said market value within sixty days from date of notice served on him that such lot is for sale, and if he purchases the same he shall, within ten days from his purchase, pay into the Treasury of the United States one-fourth of the purchase price, and the balance in three equal annual installments, and when the entire sum is paid shall be entitled to a patent for the same. In case the two members of the commission fail to agree as to the market value of any lot, or the limit or extent of said town, either of said commissioners may report any such disagreement to the judge of the district in which such town is located, who shall appoint a third member to act with said commission, who is not interested in town lots, who shall act with them to determine said value.

If such owner of the improvements on any lot fails within sixty days to purchase and make the first payment on same, such lot, with the improvements thereon, shall be sold at public auction to the highest bidder, under the direction of the aforesaid commission, and the purchaser at such sale shall pay to the owner of the improvements the price for which said lot shall be sold, less sixty-two and one-half per cent of said appraised value of the lot, and shall pay the sixty-two and one-half per cent of said appraised value into United States Treasury, under regulations to be established by the Secretary of the Interior, in four installments, as hereinbefore provided. The commission shall have the right to reject any bid on such lot which they consider below its value.

All lots not so appraised shall be sold from time to time at public auction (after proper advertisement) by the commission for the nation in which the town is located, as may seem for the best interest of the nations and the proper development of each town, the purchase price to be paid in four installments, as hereinbefore provided for improved lots. The commission shall have the right to reject any bid for such lots which they consider below its value.

All the payments herein provided for shall be made under the direction of the Secretary of the Interior into the United States Treasury, a failure of sixty days to make any one payment to be a forfeiture of all payments made and all rights under the contract: *Provided*, That the purchaser of any lot shall have the option of paying the entire price of the lot before the same is due.

No tax shall be assessed by any town government against any town lot unsold by the commission, and no tax levied against a lot sold, as herein provided, shall con-

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stitute a lien on same till the purchase price thereof has been fully paid to the nation.

The money paid into the United States Treasury for the sale of all town lots shall be for the benefit of the members of the Choctaw and Chickasaw tribes (freedmen excepted), and at the end of one year from the ratification of this agreement, and at the end of each year thereafter, the funds so accumulated shall be divided and paid to the Choctaws and Chickasaws (freedmen excepted), each member of the two tribes to receive an equal portion thereof.

That no law or ordinance shall be passed by any town which interferes with the enforcement of or is in conflict with the laws of the United States in force in said Territory, and all persons in such towns shall be subject to said laws, and the United States agrees to maintain strict laws in the territory of the Choctaw and Chickasaw tribes against the introduction, sale, barter, or giving away of liquors and intoxicants of any kind or quality.

That said commission shall be authorized to locate, within a suitable distance from each town site, not to exceed five acres to be used as a cemetery, and when any town has paid into the United States Treasury, to be part of the fund arising from the sale of town lots, ten dollars per acre therefor, such town shall be entitled to a patent for the same, as herein provided for titles to allottees, and shall dispose of same at reasonable prices in suitable lots for burial purposes, the proceeds derived from such sales to be applied by the town government to the proper improvement and care of said cemetery.

That no charge or claim shall be made against the Choctaw or Chickasaw tribes by the United States for the expenses of surveying and platting the lands and town sites, or for grading, appraising, and allotting the lands, or for appraising and disposing of the town lots as herein provided.

That the land adjacent to Fort Smith, and lands for court-houses, jails, and other public purposes excepted from allotment, shall be disposed of in the same manner and for the same purposes as provided for town lots herein, but not till the Choctaw and Chickasaw councils shall direct such disposition to be made thereof, and said land adjacent thereto shall be placed under the jurisdiction of the city of Fort Smith, Arkansas, for police purposes.

There shall be set apart and exempted from appraisement and sale in the towns lots upon which churches and parsonages are now built and occupied, not to exceed fifty feet front and one hundred feet deep for each church or parsonage: *Provided*, That such lots shall only be used for churches and parsonages, and when they cease to be used shall revert to the members of the tribes to be disposed of as other town lots: *Provided further*, That these lots may be sold by the churches for which they are set apart if the purchase money therefor is invested in other lot or lots in the same town, to be used for the same purpose and with the same conditions and limitations.

It is agreed that all the coal and asphalt within the limits of the Choctaw and Chickasaw nations shall remain and be the common property of the members of the Choctaw and Chickasaw tribes (freedmen excepted), so that each and every member shall have an equal and undivided interest in the whole; and no patent provided for in this agreement shall convey any title thereto. The revenues from coal and asphalt, or so much as shall be necessary, shall be used for the education of the children of Indian blood of the members of said tribes. Such coal and asphalt mines as are now in operation, and all others which may hereafter be leased and operated, shall be under the supervision and control of two trustees, who shall be appointed by the President of the United States, one on the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw by blood, whose term shall be for four years, and one on the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood, whose term shall be for two years; after which the term of appointees shall be four years. Said trustees, or either of them, may at any time be removed by the President of the United States for good cause shown. They shall each give bond for the faithful performance of their duties, under such rules as may be prescribed by the Secretary of the Interior. Their salaries shall be fixed and paid by their respective nations, each of whom shall make full report of all his acts to the Secretary of the Interior quarterly. All such acts shall be subject to the approval of said Secretary.

All coal and asphalt mines in the two nations, whether now developed or to be hereafter developed, shall be operated, and the royalties therefrom paid into the Treasury of the United States, and shall be drawn therefrom under such rules and regulations as shall be prescribed by the Secretary of the Interior.

All contracts made by the national agents of the Choctaw and Chickasaw nations for operating coal and asphalt with any person or corporation which were, on April twenty-third, eighteen hundred and ninety-seven, being operated in good

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faith, are hereby ratified and confirmed, and the lessee shall have the right to renew the same when they expire, subject to all the provisions of this act.

All agreements heretofore made by any person or corporation with any member or members of the Choctaw or Chickasaw nations, the object of which was to obtain such member or members permission to operate coal or asphalt, are hereby declared void: *Provided*, That nothing herein contained shall impair the rights of any holder or owner of a leasehold interest in any oil, coal rights, asphalt, or mineral which have been assented to by act of Congress, but all such interests shall continue unimpaired hereby, and shall be assured by new leases from such trustees of coal or asphalt claims described therein by application to the trustees within six months after the ratification of this agreement, subject, however, to payment of advance royalties herein provided for.

All leases under this agreement shall include the coal or asphaltum or other mineral, as the case may be, in or under nine hundred and sixty acres, which shall be in a square as nearly as possible and shall be for thirty years. The royalty on coal shall be fifteen cents per ton of two thousand pounds on all coal mined, payable on the 25th day of the month next succeeding that in which it is mined. Royalty on asphalt shall be sixty cents per ton, payable same as coal: *Provided*, That the Secretary of the Interior may reduce or advance royalties on coal and asphalt when he deems it for the best interests of the Choctaws and Chickasaws to do so. No royalties shall be paid except into the United States Treasury, as herein provided.

All lessees shall pay on each coal or asphalt claim at the rate of one hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years; and five hundred dollars for each succeeding year thereafter. All such payments shall be treated as advanced royalty on the mine or claim on which they are made, and shall be a credit as royalty when each said mine is developed and operated and its production is in excess of such guaranteed annual advance payments; and all persons having coal leases must pay said annual advanced payments on each claim whether developed or undeveloped: *Provided, however*, That should any lessee neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and the royalties paid in advance thereon shall then become and be the money and property of the Choctaw and Chickasaw nations.

In surface, the use of which is reserved to present coal operators, shall be included such lots in towns as are occupied by lessees' houses—either occupied by said lessees' employees or as offices or warehouses: *Provided, however*, That in those town sites designated and laid out under the provision of this agreement where coal leases are now being operated and coal is being mined, there shall be reserved from appraisement and sale all lots occupied by houses of miners actually engaged in mining, and only while they are so engaged, and in addition thereto a sufficient amount of land, to be determined by the town-site board of appraisers, to furnish homes for the men actually engaged in working for the lessees operating said mines and a sufficient amount for all buildings and machinery for mining purposes: *And provided further*, That when the lessees shall cease to operate said mines, then and in that event the lots of land so reserved shall be disposed of by the coal trustees for the benefit of the Choctaw and Chickasaw tribes.

That whenever the members of the Choctaw and Chickasaw tribes shall be required to pay taxes for the support of schools, then the fund arising from such royalties shall be disposed of for the equal benefit of their members (freedmen excepted) in such manner as the tribes may direct.

It is further agreed that the United States courts now existing, or that may hereafter be created, in the Indian Territory shall have exclusive jurisdiction of all controversies growing out of the titles, ownership, occupation, possession, or use of real estate, coal, and asphalt in the territory occupied by the Choctaw and Chickasaw tribes; and of all persons charged with homicide, embezzlement, bribery and embracery, breaches or disturbances of the peace, and carrying weapons, hereafter committed in the territory of said tribes, without reference to race or citizenship of the person or persons charged with such crime; and any citizen or officer of the Choctaw or Chickasaw nations charged with such crime shall be tried and, if convicted, punished as though he were a citizen or officer of the United States.

And sections sixteen hundred and thirty-six to sixteen hundred and forty-four, inclusive, entitled "Embezzlement," and sections seventeen hundred and eleven to seventeen hundred and eighteen, inclusive, entitled "Bribery and embracery," of Mansfield's Digest of the Laws of Arkansas, are hereby extended over and put in force in the Choctaw and Chickasaw nations; and the word "officer," where the same appears in said laws, shall include all officers of the Choctaw and Chickasaw governments; and the fifteenth section of the act of Congress entitled "An act to

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establish United States courts in the Indian Territory, and for other purposes," approved March first, eighteen hundred and eighty-nine, limiting jurors to citizens of the United States, shall be held not to apply to United States courts in the Indian Territory held within the limits of the Choctaw and Chickasaw nations; and all members of the Choctaw and Chickasaw tribes, otherwise qualified, shall be competent jurors in said courts: *Provided*, That whenever a member of the Choctaw and Chickasaw nations is indicted for homicide, he may, within thirty days after such indictment and his arrest thereon, and before the same is reached for trial, file with the clerk of the court in which he is indicted his affidavit that he can not get a fair trial in said court; and it thereupon shall be the duty of the judge of said court to order a change of venue in such case to the United States district court for the western district of Arkansas, at Fort Smith, Arkansas, or to the United States district court for the eastern district of Texas, at Paris, Texas, always selecting the court that in his judgment is nearest or most convenient to the place where the crime charged in the indictment is supposed to have been committed, which courts shall have jurisdiction to try the case; and in all said civil suits said courts shall have full equity powers; and whenever it shall appear to said court, at any stage in the hearing of any case, that the tribe is in any way interested in the subject-matter in controversy, it shall have power to summon in said tribe and make the same a party to the suit and proceed therein in all respects as if such tribe were an original party thereto; but in no case shall suit be instituted against the tribal government without its consent.

It is further agreed that no act, ordinance, or resolution of the council of either the Choctaw or Chickasaw tribes, in any manner affecting the land of the tribe, or of the individuals, after allotment, or the moneys or other property of the tribe or citizens thereof (except appropriations for the regular and necessary expenses of the government of the respective tribes), or the rights of any persons to employ any kind of labor, or the rights of any persons who have taken or may take the oath of allegiance to the United States, shall be of any validity until approved by the President of the United States. When such acts, ordinances, or resolutions passed by the council of either of said tribes shall be approved by the governor thereof, then it shall be the duty of the national secretary of said tribe to forward them to the President of the United States, duly certified and sealed, who shall, within thirty days after their reception, approve or disapprove the same. Said acts, ordinances, or resolutions, when so approved, shall be published in at least two newspapers having a bona fide circulation in the tribe to be affected thereby, and when disapproved shall be returned to the tribe enacting the same.

It is further agreed, in view of the modification of legislative authority and judicial jurisdiction herein provided, and the necessity of the continuance of the tribal governments so modified, in order to carry out the requirements of this agreement, that the same shall continue for the period of eight years from the fourth day of March, eighteen hundred and ninety-eight. This stipulation is made in the belief that the tribal governments so modified will prove so satisfactory that there will be no need or desire for further change till the lands now occupied by the Five Civilized Tribes shall, in the opinion of Congress, be prepared for admission as a State to the Union. But this provision shall not be construed to be in any respect an abdication by Congress of power at any time to make needful rules and regulations respecting said tribes.

That all per capita payments hereafter made to the members of the Choctaw or Chickasaw nations shall be paid directly to each individual member by a bonded officer of the United States, under the direction of the Secretary of the Interior, which officer shall be required to give strict account of such disbursements to said Secretary.

That the following sum be, and is hereby, appropriated, out of any money in the Treasury not otherwise appropriated, for fulfilling treaty stipulations with the Chickasaw Nation of Indians, namely:

For arrears of interest, at five per centum per annum, from December thirty-first, eighteen hundred and forty, to June thirtieth, eighteen hundred and eighty-nine, on one hundred and eighty-four thousand one hundred and forty-three dollars and nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States prior to December thirty-first, eighteen hundred and forty, and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, and for arrears of interest, at five per centum per annum, from March eleventh, eighteen hundred and fifty, to March third, eighteen hundred and ninety, on fifty-six thousand and twenty-one dollars and forty-nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States March eleventh, eighteen hundred and fifty,

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and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, five hundred and fifty-eight thousand five hundred and twenty dollars and fifty-four cents, to be placed to the credit of the Chickasaw Nation with the fund to which it properly belongs: *Provided*, That if there be any attorneys' fees to be paid out of same, on contract heretofore made and duly approved by the Secretary of the Interior, the same is authorized to be paid by him.

It is further agreed that the final decision of the courts of the United States in the case of the Choctaw Nation and the Chickasaw Nation against the United States and the Wichita and affiliated bands of Indians, now pending, when made, shall be conclusive as the basis of settlement as between the United States and said Choctaw and Chickasaw nations for the remaining lands in what is known as the "Leased District," namely, the land lying between the ninety-eighth and one hundredth degrees of west longitude and between the Red and Canadian rivers, leased to the United States by the treaty of eighteen hundred and fifty-five, except that portion called the Cheyenne and Arapahoe country, heretofore acquired by the United States, and all final judgments rendered against said nations in any of the courts of the United States in favor of the United States or any citizen thereof shall first be paid out of any sum hereafter found due said Indians for any interest they may have in the so-called "Leased District."

It is further agreed that all of the funds invested, in lieu of investment, treaty funds, or otherwise, now held by the United States in trust for the Choctaw and Chickasaw tribes, shall be capitalized within one year after the tribal governments shall cease, so far as the same may legally be done, and be appropriated and paid, by some officer of the United States appointed for the purpose, to the Choctaws and Chickasaws (freedmen excepted) per capita, to aid and assist them in improving their homes and lands.

It is further agreed that the Choctaws sand Chickasaws, when their tribal governments cease, shall become possessed of all the rights and privileges of citizens of the United States.

ORPHAN LANDS.

It is further agreed that the Choctaw orphan lands in the State of Mississippi, yet unsold, shall be taken by the United States at one dollar and twenty-five cents ($1.25) per acre, and the proceeds placed to the credit of the Choctaw orphan fund in the Treasury of the United States, the number of acres to be determined by the General Land Office.

In witness whereof the said commissioners do hereunto affix their names, at Atoka, Indian Territory, this the twenty-third day of April, eighteen hundred and ninety-seven.

GREEN MCCURTAIN,
Principal Chief.
J. S. STANDLEY,
N. B. AINSWORTH,
BEN HAMPTON,
WESLEY ANDERSON,
AMOS HENRY,
D. C. GARLAND,
Choctaw Commission.

R. M. HARRIS,
Governor.
ISAAC O. LEWIS,
HOLMES COLBERT,
ROBERT L. MURRAY,
WILLIAM PERRY,
R. L. BOYD,
Chickasaw Commission.

FRANK C. ARMSTRONG,
Acting Chairman.
ARCHIBALD S. MCKENNON,
THOMAS B. CABANISS,
ALEXANDER B. MONTGOMERY,
Commission to the Five Civilized Tribes.

H. M. JACOWAY, Jr.,
Secretary, Five Tribes Commission.

* * * * * * *

[Act of July 1, 1898.]

For salaries of four commissioners appointed under acts of Congress approved March third, eighteen hundred and ninety-three and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That the number of said commissioners is

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hereby fixed at four. For expenses of commissioners and necessary expenses of employees, fifteen thousand dollars, to be immediately available: *And provided further*, That three dollars per diem for expenses of a clerk detailed as special disbursing agent by Interior Department, while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters, six thousand six hundred dollars, and authority is hereby given for the payment of such interpreters as may have been employed and paid by said Commission during the fiscal year eighteen hundred and ninety-eight; for contingent expenses of the Commission, one thousand eight hundred dollars; in all, forty-three thousand four hundred dollars.

That said Commission shall continue to exercise all authority heretofore conferred on it by law.

Appeals shall be allowed from the United States courts in the Indian Territory direct to the Supreme Court of the United States to either party, in all citizenship cases, and in all cases between either of the Five Civilized Tribes and the United States involving the constitutionality or validity of any legislation affecting citizenship, or the allotment of lands in the Indian Territory, under the rules and regulations governing appeals to said court in other cases: *Provided*, That appeals in cases decided prior to this act must be perfected in one hundred and twenty days from its passage; and in cases decided subsequent thereto, within sixty days from final judgment; but in no such case shall the work of the Commission to the Five Civilized Tribes be enjoined or suspended by any proceeding in or order of any court, or of any judge, until after final judgment in the Supreme Court of the United States. In case of appeals, as aforesaid, it shall be the duty of the Supreme Court to advance such cases on the docket and dispose of the same as early as possible.

[Act of March 1, 1899.]

For salaries of four commissioners, appointed under acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That the number of said commissioners is hereby fixed at four. For expenses of commissioners and necessary expenses of employees, sixty thousand dollars: *And provided further*, That three dollars per diem for expenses of a clerk detailed as special disbursing agent by Interior Department, while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters, thirty-nine thousand nine hundred and eighty dollars; for contingent expenses of the Commission, three thousand five hundred dollars; in all, one hundred and twenty-three thousand four hundred and eighty dollars.

That said Commission shall continue to exercise all authority heretofore conferred on it by law.

[Act of March 3, 1899.]

(Deficiency bill.)

* * * To begin allotments, thirty thousand dollars; * * *

[Act of May 31, 1900.]

For salaries of four commissioners, appointed under acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That the number of said commissioners is hereby fixed at four. For expenses of commissioners and necessary expenses of employees, and three dollars per diem for expenses of a clerk detailed as special disbursing agent by Interior Department, while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters, five hundred thousand dollars, to be immediately available; for contingent expenses of the Commission, four thousand dollars; in all, five hundred and twenty-four thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by statute.

That said Commission shall continue to exercise all authority heretofore conferred on it by law. But it shall not receive, consider, or make any record of any application of any person for enrollment as a member of any tribe in Indian Territory who has not been a recognized citizen thereof, and duly and lawfully enrolled or admitted as such, and its refusal of such applications shall be final when approved by the Secretary of the Interior: *Provided*, That any Mississippi Choctaw duly identified

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as such by the United States Commission to the Five Civilized Tribes shall have the right, at any time prior to the approval of the final rolls of the Choctaws and Chickasaws by the Secretary of the Interior, to make settlement within the Choctaw-Chickasaw country, and on proof of the fact of bona fide settlement may be enrolled by the said United States Commission and by the Secretary of the Interior as Choctaws entitled to allotment: *Provided further*, That all contracts or agreements looking to the sale or incumbrance in any way of the lands to be allotted to said Mississippi Choctaws shall be null and void.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, for the balance of the current year and for the year ending June thirtieth, nineteen hundred and one, the same to be immediately available, sixty-seven thousand dollars, or so much as may be necessary: *Provided*, That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations as may at that time have a population of two hundred or more in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site, which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service require, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eighth, eighteen hundred and ninety-eight, entitled, "An act for the protection of the people of the Indian Territory, and for other purposes," shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior and not before.

The Secretary of the Interior may in his discretion appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any then existing act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory."

The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

As soon as the plat of any town site is approved, the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisement of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such appraisement and sale within the time limited by the Secretary of the Interior, they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

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The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior.

Nothing herein contained shall have the effect of avoiding any work heretofore done in pursuance of the said act of June twenty-eighth, eighteen hundred and ninety-eight, in the way of surveying, laying out, or platting of town sites, appraising or disposing of town lots in any of said nations, but the same, if not heretofore carried to a state of completion, may be completed according to the provisions hereof.

[Act of March 3, 1901.]

For salaries of four commissioners, appointed under acts of Congress approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That the number of said commissioners is hereby fixed at four. For expenses of commissioners and necessary expenses of employees, and three dollars per diem for expenses of a clerk detailed as special disbursing agent by Interior Department, while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters, three hundred thousand dollars; for contingent expenses of the Commission, four thousand dollars; in all, three hundred and twenty-four thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by law; and said commissioners shall at once make an itemized statement to the Secretary of the Interior of all their expenditures up to January first, nineteen hundred and one, and annually thereafter: *And provided further*, That not to exceed ten thousand four hundred dollars of the above amount may be used in the temporary employment in the office of the Commissioner of Indian Affairs of three clerks, at the rate of one thousand six hundred dollars per annum, who shall be competent to examine records in disputed citizenship cases and law contests growing out of the work of said Commission, and in the temporary employment in said office of three competent stenographers, at the rate of one thousand dollars each per annum, to be immediately available.

* * * * * * *

The rolls made by the Commission to the Five Civilized Tribes, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon shall alone constitute the several tribes which they represent; and the Secretary of the Interior is authorized and directed to fix a time by agreement with said tribes or either of them for closing said rolls, but upon failure or refusal of said tribes or any of them to agree thereto, then the Secretary of the Interior shall fix a time for closing said rolls, after which no name shall be added thereto.

That no act, ordinance, or resolution of the Creek or Cherokee tribes, except resolutions for adjournment, shall be of any validity until approved by the President of the United States. When such acts, ordinances, or resolutions passed by the council of either of said tribes shall be approved by the principal chief thereof, then it shall

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be the duty of the national secretary of said tribe to forward them to the President of the United States, duly certified and sealed, who shall, within thirty days after their reception, approve or disapprove the same. Said acts, ordinances, or resolutions, when so approved, shall be published in at least two newspapers having a bona fide circulation in the tribe to be affected thereby, and when disapproved shall be returned to the tribe enacting the same.

Creek agreement, March 8, 1900.

[31 Stat. L., 861.]

AN ACT To ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the agreement negotiated between the Commission to the Five Civilized Tribes and the Muskogee or Creek tribe of Indians at the city of Washington on the eighth day of March, nineteen hundred, as herein amended, is hereby accepted, ratified, and confirmed, and the same shall be of full force and effect when ratified by the Creek national council. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek national council and lay before it this agreement and the act of Congress ratifying it, and if the agreement be ratified by said council, as provided in the constitution of said nation, he shall transmit to the President of the United States the act of council ratifying the agreement, and the President of the United States shall thereupon issue his proclamation declaring the same duly ratified, and that all the provisions of this agreement have become law according to the terms thereof: *Provided*, That such ratification by the Creek national council shall be made within ninety days from the approval of this act by the President of the United States.

This agreement by and between the United States, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the Muskogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of said tribe by Pleasant Porter, principal chief, and George A. Alexander, David M. Hodge, Isparhecher, Albert P. McKellop, and Cub McIntosh, delegates, duly appointed and authorized thereunto.

Witnesseth that in consideration of the mutual undertakings herein contained it is agreed as follows:

DEFINITIONS.

1. The words "Creek" and "Muskogee," as used in this agreement, shall be deemed synonymous, and the words "Creek Nation" and "tribe" shall each be deemed to refer to the Muskogee Nation or Muskogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muskogee Nation. The words "citizen" or "citizens" shall be deemed to refer to a member or members of the Muskogee tribe or nation of Indians. The words "The Dawes Commission" or "Commission" shall be deemed to refer to the United States Commission to the Five Civilized Tribes.

GENERAL ALLOTMENT OF LANDS.

2. All lands belonging to the Creek tribe of Indians in the Indian Territory, except town sites and lands herein reserved for Creek schools and public buildings, shall be appraised at their true value, excluding only lawful improvements on lands in actual cultivation. The appraisement shall be made under direction of the Dawes Commission by such number of committees, with necessary assistance, as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. Each committee shall make report of its work to said Commission, which shall from time to time prepare reports of same, in duplicate, and transmit them to the Secretary of the Interior for his approval, and when approved one copy thereof shall be returned to the office of said Commission for its use in making allotments as herein provided.

3. All lands of said tribe, except as herein provided, shall be allotted among the citizens of the tribe by said Commission so as to give each an equal share of the whole in value, as nearly as may be, in manner following: There shall be allotted to each citizen one hundred and sixty acres of land—boundaries to conform to the Government survey—which may be selected by him so as to include improvements which

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belong to him. One hundred and sixty acres of land, valued at six dollars and fifty cents per acre, shall constitute the standard value of an allotment, and shall be the measure for the equalization of values; and any allottee receiving lands of less than such standard value may, at any time, select other lands which at their appraised value are sufficient to make his allotment equal in value to the standard so fixed.

If any citizen select lands, the appraised value of which, for any reason, is in excess of such standard value, the excess of value shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and money equal in value to his allotment. If any citizen select lands the appraised value of which is in excess of such standard value, he may pay the overplus in money, but if he fail to do so, the same shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds until all other citizens shall have received lands and funds equal in value to his allotment; and if there be not sufficient funds of the tribe to make the allotments of all other citizens of the tribe equal in value to his, then the surplus shall be a lien upon the rents and profits of his allotment until paid.

4. Allotment for any minor may be selected by his father, mother, or guardian, in the order named, and shall not be sold during his minority. All guardians or curators appointed for minors and incompetents shall be citizens.

Allotments may be selected for prisoners, convicts, and aged and infirm persons by their duly appointed agents, and for incompetents by guardians, curators, or suitable persons akin to them, but it shall be the duty of said Commission to see that such selections are made for the best interests of such parties.

5. If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but, after the expiration of ninety days from the ratification of this agreement, any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

6. All allotments made to Creek citizens by said Commission prior to the ratification of this agreement, as to which there is no contest, and which do not include public property, and are not herein otherwise affected, are confirmed, and the same shall, as to appraisement and all things else, be governed by the provisions of this agreement; and said Commission shall continue the work of allotment of Creek lands to citizens of the tribe as heretofore, conforming to provisions herein; and all controversies arising between citizens as to their right to select certain tracts of land shall be determined by said Commission.

7. Lands allotted to citizens hereunder shall not in any manner whatsoever or at any time be incumbered, taken, or sold to secure or satisfy any debt or obligation contracted or incurred prior to the date of the deed to the allottee therefor, and such lands shall not be alienable by the allottee or his heirs at any time before the expiration of five years from the ratification of this agreement, except with the approval of the Secretary of the Interior.

Each citizen shall select from his allotment forty acres of land as a homestead, which shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years, for which he shall have a separate deed, conditioned as above: *Provided*, That selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner herein provided for the selection of their allotments; and if, for any reason, such selection be not made for any citizen, it shall be the duty of said Commission to make selection for him.

The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after the ratification of this agreement, but if he have no such issue, then he may dispose of his homestead by will, free from limitation herein imposed, and if this be not done, the land shall descend to his heirs, according to the laws of descent and distribution of the Creek Nation, free from such limitation.

8. The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and

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remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided, and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land.

9. When allotment of one hundred and sixty acres has been made to each citizen, the residue of lands, not herein reserved or otherwise disposed of, and all the funds arising under this agreement shall be used for the purpose of equalizing allotments, and if the same be insufficient therefor the deficiency shall be supplied out of any other funds of the tribe, so that the allotments of all citizens may be made equal in value, as nearly as may be, in manner herein provided.

TOWN SITES.

10. All towns in the Creek Nation having a present population of two hundred or more shall, and all others may, be surveyed, laid out, and appraised under the provisions of an act of Congress entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and one, and for other purposes," approved May thirty-first, nineteen hundred, which said provisions are as follows:

That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations, as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site, which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service require, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior, and not before.

The Secretary of the Interior may, in his discretion, appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any then existing act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee Nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory."

The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

As soon as the plat of any town site is approved, the proper commission shall with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisement of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such appraisement and sale within the time limited by the Secretary of the Interior, they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town

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sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive or principal chief of said nation fails or refuses to appoint a town-site commissioner for any town or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive or principal chief of said nation to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created.

11. Any person in rightful possession of any town lot having improvements thereon, other than temporary buildings, fencing, and tillage, shall have the right to purchase such lot by paying one-half of the appraised value thereof, but if he shall fail within sixty days to purchase such lot and make the first payment thereon, as herein provided, the lot and improvements shall be sold at public auction to the highest bidder, under direction of the appraisement commission, at a price not less than their appraised value, and the purchaser shall pay the purchase price to the owner of the improvements, less the appraised value of the lot.

12. Any person having the right of occupancy of a residence or business lot, or both, in any town, whether improved or not, and owning no other lot or land therein, shall have the right to purchase such lot by paying one-half of the appraised value thereof.

13. Any person holding lands within a town occupied by him as a home, also any person who had at the time of signing this agreement purchased any lot, tract, or parcel of land from any person in legal possession at the time, shall have the right to purchase the lot embraced in same by paying one-half of the appraised value thereof, not, however, exceeding four acres.

14. All town lots not having thereon improvements, other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after their appraisement, under direction of the Secretary of the Interior, after due advertisement, at public auction to the highest bidder at not less than their appraised value.

Any person having the right of occupancy of lands in any town which has been or may be laid out into town lots, to be sold at public auction as above, shall have the right to purchase one-fourth of all the lots into which such lands may have been divided at two-thirds of their appraised value.

15. When the appraisement of any town lot is made, upon which any person has improvements as aforesaid, said appraisement commission shall notify him of the amount of said appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, as herein provided, and four months thereafter he shall pay fifteen per centum additional and the remainder of the purchase money in three equal annual installments, without interest.

Any person who may purchase an unimproved lot shall proceed to make payment for same in such time and manner as herein provided for the payment of sums due on improved lots, and if in any case any amount be not paid when due, it shall thereafter bear interest at the rate of ten per centum per annum until paid. The purchaser may in any case at any time make full payment for any town lot.

16. All town lots purchased by citizens in accordance with the provisions of this agreement shall be free from incumbrance by any debt contracted prior to date of his deed therefor, except for improvements thereon.

17. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided, and the same shall constitute a lien upon the interest of the purchaser therein after any payment thereon has been made by him, and if forfeiture of any lot be made all taxes assessed against such lot shall be paid out of any money paid thereon by the purchaser.

18. The surveyors may select and locate a cemetery within suitable distance from each town, to embrace such number of acres as may be deemed necessary for such purpose, and the appraisement commission shall appraise the same at not less than twenty dollars per acre, and the town may purchase the land by paying the appraised value thereof; and if any citizen have improvements thereon, other than fencing and tillage, they shall be appraised by said commission and paid for by the town. The town authorities shall dispose of the lots in such cemetery at reasonable prices, in suitable sizes for burial purposes, and the proceeds thereof shall be applied to the general improvement of the property.

19. The United States may purchase, in any town in the Creek Nation, suitable land for court-houses, jails, and other necessary public buildings for its use, by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such buildings are to be erected; and if any person have improvements thereon, other than temporary buildings, fencing, and tillage, the same shall be appraised and paid for by the United States.

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20. Henry Kendall College, Nazareth Institute, and Spaulding Institute, in Muskogee, may purchase the parcels of land occupied by them, or which may have been laid out for their use and so designated upon the plat of said town, at one-half of their appraised value, upon conditions herein provided; and all other schools and institutions of learning located in incorporated towns in the Creek Nation may, in like manner, purchase the lots or parcels of land occupied by them.

21. All town lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be properly conveyed to the churches to which such improvements belong gratuitously, and if such churches have other adjoining lots inclosed, actually necessary for their use, they may purchase the same by paying one-half the appraised value thereof.

22. The towns of Clarksville, Coweta, Gibson Station, and Mounds may be surveyed and laid out in town lots and necessary streets and alleys, and platted as other towns, each to embrace such amount of land as may be deemed necessary, not exceeding one hundred and sixty acres for either, and in manner not to include or interfere with the allotment of any citizen selected prior to the date of this agreement, which survey may be made in manner provided for other towns; and the appraisement of the town lots of said towns may be made by any committee appointed for either of the other towns hereinbefore named, and the lots in said towns may be disposed of in like manner and on the same conditions and terms as those of other towns. All of such work may be done under the direction of and subject to the approval of the Secretary of the Interior.

TITLES.

23. Immediately after the ratification of this agreement by Congress and the tribe the Secretary of the Interior shall furnish the principal chief with blank deeds necessary for all conveyances herein provided for, and the principal chief shall thereupon proceed to execute in due form and deliver to each citizen who has selected or may hereafter select his allotment, which is not contested, a deed conveying to him all right, title, and interest of the Creek Nation and of all other citizens in and to the lands embraced in his allotment certificate, and such other lands as may have been selected by him for equalization of his allotment.

The principal chief shall, in like manner and with like effect, execute and deliver to proper parties deeds of conveyance in all other cases herein provided for. All lands or town lots to be conveyed to any one person shall, so far as practicable, be included in one deed, and all deeds shall be executed free of charge.

All conveyances shall be approved by the Secretary of the Interior, which shall serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his deed.

Any allottee accepting such deed shall be deemed to assent to the allotment and conveyance of all the lands of the tribe, as provided herein, and as a relinquishment of all his right, title, and interest in and to the same, except in the proceeds of lands reserved from allotment.

The acceptance of deeds of minors and incompetents, by persons authorized to select their allotments for them, shall be deemed sufficient to bind such minors and incompetents to allotment and conveyance of all other lands of the tribe, as provided herein.

The transfer of the title of the Creek tribe to individual allottees and to other persons, as provided in this agreement, shall not inure to the benefit of any railroad company, nor vest in any railroad company any right, title, or interest in or to any of the lands in the Creek Nation.

All deeds when so executed and approved shall be filed in the office of the Dawes Commission, and there recorded without expense to the grantee, and such records shall have like effect as other public records.

RESERVATIONS.

24. The following lands shall be reserved from the general allotment herein provided for:

(a) All lands herein set apart for town sites.

(b) All lands to which, at the date of the ratification of this agreement, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards or similar uses connected with the maintenance and operation of the railroad.

(c) Forty acres for the Eufaula High School.

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(d) Forty acres for the Wealaka Boarding School.
(e) Forty acres for the Newyaka Boarding School.
(f) Forty acres for the Wetumka Boarding School.
(g) Forty acres for the Euchee Boarding School.
(h) Forty acres for the Coweta Boarding School.
(i) Forty acres for the Creek Orphan Home.
(j) Forty acres for the Tallahassee Colored Boarding School.
(k) Forty acres for the Pecan Creek Colored Boarding School.
(l) Forty acres for the Colored Creek Orphan Home.
(m) All lands selected for town cemeteries, as herein provided.
(n) The lands occupied by the university established by the American Baptist Home Mission Society, and located near the town of Muskogee, to the amount of forty acres, which shall be appraised, excluding improvements thereon, and said university shall have the right to purchase the same by paying one-half the appraised value thereof, on terms and conditions herein provided. All improvements made by said university on lands in excess of said forty acres shall be appraised and the value thereof paid to it by the person to whom such lands may be allotted.
(o) One acre each for the six established Creek court-houses, with the improvements thereon.
(p) One acre each for all churches and schools outside of towns now regularly used as such.

All reservations under the provisions of this agreement, except as otherwise provided herein, when not needed for the purposes for which they are at present used, shall be sold at public auction to the highest bidder, to citizens only, under directions of the Secretary of the Interior.

MUNICIPAL CORPORATIONS.

25. Authority is hereby conferred upon municipal corporations in the Creek Nation, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes, and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nation and made applicable to the cities and towns therein the same as if specially enacted in reference thereto.

CLAIMS.

26. All claims of whatsoever nature, including the "Loyal Creek claim" under article four of the treaty of eighteen hundred and sixty-six, and the "Self-emigration claim" under article twelve of the treaty of eighteen hundred and thirty-two, which the tribe or any individual thereof may have against the United States, or any other claim arising under the treaty of eighteen hundred and sixty-six, or any claim which the United States may have against said tribe, shall be submitted to the Senate of the United States for determination; and within two years from the ratification of this agreement the Senate shall make final determination thereof; and in the event that any sums are awarded the said tribe, or any citizen thereof, provision shall be made for immediate payment of same.

Of these claims the "Loyal Creek claim," for what they suffered because of their loyalty to the United States Government during the civil war, long delayed, is so urgent in its character that the parties to this agreement express the hope that it may receive consideration and be determined at the earliest practicable moment.

Any other claim which the Creek Nation may have against the United States may be prosecuted in the Court of Claims of the United States, with right of appeal to the Supreme Court; and jurisdiction to try and determine such claim is hereby conferred upon said courts.

FUNDS OF THE TRIBE.

27. All treaty funds of the tribe shall hereafter be capitalized for the purpose of equalizing allotments and for other purposes provided in this agreement.

ROLLS OF CITIZENSHIP.

28. No person, except as herein provided, shall be added to the rolls of citizenship of said tribe after the date of this agreement, and no person whomsoever shall be added to said rolls after the ratification of this agreement.

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All citizens who were living on the first day of April, eighteen hundred and ninety-nine, entitled to be enrolled under section twenty-one of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall be placed upon the rolls to be made by said Commission under said act of Congress, and if any such citizen has died since that time, or may hereafter die, before receiving his allotment of lands and distributive share of all the funds of the tribe, the lands and money to which he would be entitled, if living, shall descend to his heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

All children born to citizens so entitled to enrollment, up to and including the first day of July, nineteen hundred, and then living, shall be placed on the rolls made by said Commission; and if any such child die after said date, the lands and moneys to which it would be entitled, if living, shall descend to its heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

The rolls so made by said Commission, when approved by the Secretary of the Interior, shall be the final rolls of citizenship of said tribe, upon which the allotment of all lands and the distribution of all moneys and other property of the tribe shall be made, and to no other persons.

29. Said Commission shall have authority to enroll as Creek citizens certain full-blood Creek Indians now residing in the Cherokee Nation, and also certain full-blood Creek Indians now residing in the Creek Nation who have recently removed there from the State of Texas, and families of full-blood Creeks who now reside in Texas, and such other recognized citizens found on the Creek rolls as might, by reason of nonresidence, be excluded from enrollment by section twenty-one of said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight: *Provided*, That such nonresidents shall, in good faith, remove to the Creek Nation before said Commission shall complete the rolls of Creek citizens as aforesaid.

MISCELLANEOUS.

30. All deferred payments, under provisions of this agreement, shall constitute a lien in favor of the tribe on the property for which the debt was contracted, and if at the expiration of two years from the date of payment of the fifteen per centum aforesaid default in any annual payment has been made the lien for the payment of all purchase money remaining unpaid may be enforced in the United States court within the jurisdiction of which the town is located in the same manner as vendor's liens are enforced; such suit being brought in the name of the principal chief, for the benefit of the tribe.

31. All moneys to be paid to the tribe under any of the provisions of this agreement shall be paid, under the direction of the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe, and an itemized report thereof shall be made monthly to the Secretary of the Interior and to the principal chief.

32. All funds of the tribe, and all moneys accruing under the provisions of this agreement, when needed for the purposes of equalizing allotments or for any other purposes herein prescribed, shall be paid out under the direction of the Secretary of the Interior; and when required for per capita payments, if any, shall be paid out directly to each individual by a bonded officer of the United States, under direction of the Secretary of the Interior, without unnecessary delay.

33. No funds belonging to said tribe shall hereafter be used or paid out for any purposes by any officer of the United States without consent of the tribe, expressly given through its national council, except as herein provided.

34. The United States shall pay all expenses incident to the survey, platting, and disposition of town lots, and of allotments of lands made under the provisions of this agreement, except where the town authorities have been or may be duly authorized to survey and plat their respective towns at the expense of such town.

35. Parents shall be the natural guardians of their children, and shall act for them as such unless a guardian shall have been appointed by a court having jurisdiction; and parents so acting shall not be required to give bond as guardians unless by order of such court, but they, and all other persons having charge of lands, moneys, and other property belonging to minors and incompetents, shall be required to make proper accounting therefor in the court having jurisdiction thereof in manner deemed necessary for the preservation of such estates.

36. All Seminole citizens who have heretofore settled and made homes upon lands belonging to the Creeks may there take, for themselves and their families, such allotments as they would be entitled to take of Seminole lands, and all Creek citizens

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who have heretofore settled and made homes upon lands belonging to Seminoles, may there take, for themselves and their families, allotments of one hundred and sixty acres each; and if the citizens of one tribe thus receive a greater number of acres than the citizens of the other, the excess shall be paid for by such tribe, at a price to be agreed upon by the principal chiefs of the two tribes, and if they fail to agree, the price shall be fixed by the Indian agent; but the citizenship of persons so taking allotments shall in no wise be affected thereby.

Titles shall be conveyed to Seminoles selecting allotments of Creek lands in manner herein provided for conveyance of Creek allotments, and titles shall be conveyed to Creeks selecting allotments of Seminole lands in manner provided in the Seminole agreement dated December sixteenth, eighteen hundred and ninety-seven, for conveyance of Seminole allotments: *Provided*, That deeds shall be executed to allottees immediately after selection of allotment is made.

This provision shall not take effect until after it shall have been separately and specifically approved by the Creek national council, and by the Seminole general council; and if not approved by either, it shall fail altogether, and be eliminated from this agreement without impairing any other of its provisions.

37. Creek citizens may rent their allotments, when selected, for a term not exceeding one year, and after receiving title thereto without restriction, if adjoining allottees are not injured thereby, and cattle grazed thereon shall not be liable to any tribal tax; but when cattle are introduced into the Creek Nation and grazed on lands not selected by citizens, the Secretary of the Interior is authorized to collect from the owners thereof a reasonable grazing tax for the benefit of the tribe; and section twenty-one hundred and seventeen, Revised Statutes of the United States, shall not hereafter apply to Creek lands.

38. After any citizen has selected his allotment he may dispose of any timber thereon, but if he dispose of such timber, or any part of same, he shall not thereafter select other lands in lieu thereof, and his allotment shall be appraised as if in condition when selected.

No timber shall be taken from lands not so selected, and disposed of, without payment of reasonable royalty thereon, under contract to be prescribed by the Secretary of the Interior.

39. No noncitizen renting lands from a citizen for agricultural purposes, as provided by law, whether such lands have been selected as an allotment or not, shall be required to pay any permit tax.

40. The Creek school fund shall be used, under direction of the Secretary of the Interior, for the education of Creek citizens, and the Creek schools shall be conducted under rules and regulations prescribed by him, under direct supervision of the Creek school superintendent and a supervisor appointed by the Secretary, and under Creek laws, subject to such modifications as the Secretary of the Interior may deem necessary to make the schools most effective and to produce the best possible results.

All teachers shall be examined by or under direction of said superintendent and supervisor, and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed, but where all qualifications are equal preference shall be given to citizens in such employment.

All moneys for running the schools shall be appropriated by the Creek national council, not exceeding the amount of the Creek school fund, seventy-six thousand four hundred and sixty-eight dollars and forty cents; but if it fail or refuse to make the necessary appropriations the Secretary of the Interior may direct the use of a sufficient amount of the school funds to pay all expenses necessary to the efficient conduct of the schools, strict account thereof to be rendered to him and to the principal chief.

All accounts for expenditures in running the schools shall be examined and approved by said superintendent and supervisor, and also by the general superintendent of Indian schools, in Indian Territory, before payment thereof is made.

If the superintendent and supervisor fail to agree upon any matter under their direction or control, it shall be decided by said general superintendent, subject to appeal to the Secretary of the Interior; but his decision shall govern until reversed by the Secretary.

41. The provisions of section thirteen of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall not apply to or in any manner affect the lands or other property of said tribe, or be in force in the Creek Nation, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation, except section fourteen of said last-mentioned act, which shall continue in force as if this agreement had not been made.



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42. No act, ordinance, or resolution of the national council of the Creek Nation in any manner affecting the lands of the tribe, or of individuals after allotment, or the moneys or other property of the tribe, or of the citizens thereof, except appropriations for the necessary incidental and salaried expenses of the Creek government as herein limited, shall be of any validity until approved by the President of the United States. When any such act, ordinance, or resolution shall be passed by said council and approved by the principal chief, a true and correct copy thereof, duly certified, shall be immediately transmitted to the President, who shall, within thirty days after received by him, approve or disapprove the same. If disapproved, it shall be so indorsed and returned to the principal chief; if approved, the approval shall be indorsed thereon, and it shall be published in at least two newspapers having a bona fide circulation in the Creek Nation.

43. The United States agrees to maintain strict laws in said nation against the introduction, sale, barter, or giving away of liquors or intoxicants of any kind whatsoever.

44. This agreement shall in no wise affect the provisions of existing treaties between the United States and said tribe except so far as inconsistent therewith.

45. All things necessary to carrying into effect the provisions of this agreement, not otherwise herein specifically provided for, shall be done under authority and direction of the Secretary of the Interior.

46. The tribal government of the Creek Nation shall not continue longer than March fourth, nineteen hundred and six, subject to such further legislation as Congress may deem proper.

47. Nothing contained in this agreement shall be construed to revive or reestablish the Creek courts, which have been abolished by former acts of Congress.

Approved, March 1, 1901.

## SEMINOLE AGREEMENT, DECEMBER 16, 1897.

[30 Stat. L., 567.]

AN ACT To ratify the agreement between the Dawes Commission and the Seminole Nation of Indians.

Whereas an agreement was made by Henry L. Dawes, Tams Bixby, Frank C. Armstrong, Archibald S. McKennon, Thomas B. Needles, the Commission of the United States to the Five Civilized Tribes, and Allison L. Aylesworth, secretary, John F. Brown, Okchan Harjo, William Cully, K. N. Kinkehee, Thomas West, Thomas Factor, Seminole Commission, A. J. Brown, secretary, on the part of the Seminole Nation of Indians, on December sixteenth, eighteen hundred and ninety-seven, as follows:

AGREEMENT BETWEEN THE UNITED STATES COMMISSIONERS TO NEGOTIATE WITH THE FIVE CIVILIZED TRIBES AND THE COMMISSIONERS ON THE PART OF THE SEMINOLE NATION.

This agreement by and between the Government of the United States of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Frank C. Armstrong, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the government of the Seminole Nation in Indian Territory, of the second part, entered into on behalf of said government by its commission, duly appointed and authorized thereunto, viz, John F. Brown, Okchan Harjo, William Cully, K. N. Kinkehee, Thomas West, and Thomas Factor:

Witnesseth, That in consideration of the mutual undertakings herein contained, it is agreed as follows:

All lands belonging to the Seminole tribe of Indians shall be divided into three classes, designated as first, second, and third class; the first class to be appraised at five dollars, the second class at two dollars and fifty cents, and the third class at one dollar and twenty-five cents per acre, and the same shall be divided among the members of the tribe so that each shall have an equal share thereof in value, so far as may be, the location and fertility of the soil considered; giving to each the right to select his allotment so as to include any improvements thereon owned by him at the time; and each allottee shall have the sole right of occupancy of the land so allotted to him during the existence of the present tribal government, and until the members of said tribe shall have become citizens of the United States. Such allotments shall be made under the direction and supervision of the Commission to the

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Five Civilized Tribes in connection with a representative appointed by the tribal government, and the chairman of said commission shall execute and deliver to each allottee a certificate describing therein the land allotted to him.

All contracts for sale, disposition, or encumbrance of any part of any allotment made prior to date of patent shall be void.

Any allottee may lease his allotment for any period not exceeding six years, the contract therefor to be executed in triplicate upon printed blanks provided by the tribal government, and before the same shall become effective it shall be approved by the principal chief and a copy filed in the office of the clerk of the United States court at Wewoka.

No lease of any coal, mineral, coal oil, or natural gas within said nation shall be valid unless made with the tribal government, by and with the consent of the allottee and approved by the Secretary of the Interior.

Should there be discovered on any allotment any coal, mineral, coal oil, or natural gas, and the same should be operated so as to produce royalty, one-half of such royalty shall be paid to such allottee and the remaining half into the tribal treasury until extinguishment of tribal government, and the latter shall be used for the purpose of equalizing the value of allotments; and if the same be insufficient therefor, any other funds belonging to the tribe, upon extinguishment of tribal government, may be used for such purpose, so that each allotment may be made equal in value as aforesaid.

The town site of Wewoka shall be controlled and disposed of according to the provisions of an act of the general council of the Seminole Nation, approved April 23d, 1897, relative thereto; and on extinguishment of the tribal government, deeds of conveyance shall issue to owners of lots as herein provided for allottees; and all lots remaining unsold at that time may be sold in such manner as may be prescribed by the Secretary of the Interior.

Five hundred thousand dollars ($500,000) of the funds belonging to the Seminoles, now held by the United States, shall be set apart as a permanent school fund for the education of children of the members of said tribe, and shall be held by the United States at five per cent interest, or invested so as to produce such amount of interest, which shall be, after extinguishment of tribal government, applied by the Secretary of the Interior to the support of Mekasuky and Emahaka academies and the district schools of the Seminole people; and there shall be selected and excepted from allotment three hundred and twenty acres of land for each of said academies and eighty acres each for eight district schools in the Seminole country.

There shall also be excepted from allotment one-half acre for the use and occupancy of each of twenty-four churches, including those already existing and such others as may hereafter be established in the Seminole country, by and with consent of the general council of the nation; but should any part of same, at any time, cease to be used for church purposes, such part shall at once revert to the Seminole people and be added to the lands set apart for the use of said district schools.

One acre in each township shall be excepted from allotment, and the same may be purchased by the United States, upon which to establish schools for the education of children of noncitizens, when deemed expedient.

When the tribal government shall cease to exist the principal chief last elected by said tribe shall execute, under his hand and the seal of the nation, and deliver to each allottee a deed conveying to him all the right, title, and interest of the said nation and the members thereof in and to the lands so allotted to him, and the Secretary of the Interior shall approve such deed, and the same shall thereupon operate as relinquishment of the right, title, and interest of the United States in and to the land embraced in said conveyance, and as a guarantee by the United States of the title of said lands to the allottee; and the acceptance of such deed by the allottee shall be a relinquishment of his title to and interest in all other lands belonging to the tribe, except such as may have been excepted from allotment and held in common for other purposes. Each allottee shall designate one tract of forty acres, which shall, by the terms of the deed, be made inalienable and nontaxable as a homestead in perpetuity.

All moneys belonging to the Seminoles remaining after equalizing the value of allotments as herein provided and reserving said sum of five hundred thousand dollars for school fund shall be paid per capita to the members of said tribe in three equal installments, the first to be made as soon as convenient after allotment and extinguishment of tribal government, and the others at one and two years, respectively. Such payments shall be made by a person appointed by the Secretary of the Interior, who shall prescribe the amount of and approve the bond to be given by such person; and strict account shall be given to the Secretary of the Interior for such disbursements.

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The loyal Seminole claim shall be submitted to the United States Senate, which shall make final determination of same, and, if sustained, shall provide for payment thereof within two years from date hereof.

There shall hereafter be held at the town of Wewoka, the present capital of the Seminole Nation, regular terms of the United States court, as at other points in the judicial district of which the Seminole Nation is a part.

The United States agrees to maintain strict laws in the Seminole country against the introduction, sale, barter, or giving away of intoxicants of any kind or quality.

This agreement shall in no wise affect the provisions of existing treaties between the Seminole Nation and the United States, except in so far as it is inconsistent therewith.

The United States courts now existing, or that may hereafter be created, in Indian Territory shall have exclusive jurisdiction of all controversies growing out of the title, ownership, occupation, or use of real estate owned by the Seminoles, and to try all persons charged with homicide, embezzlement, bribery, and embracery hereafter committed in the Seminole country, without reference to race or citizenship of the persons charged with such crime; and any citizen or officer of said nation charged with any such crime, if convicted, shall be punished as if he were a citizen or officer of the United States, and the courts of said nation shall retain all the jurisdiction which they now have, except as herein transferred to the courts of the United States.

When this agreement is ratified by the Seminole Nation and the United States, the same shall serve to repeal all the provisions of the act of Congress approved June seventh, eighteen hundred and ninety-seven, in any manner affecting the proceedings of the general council of the Seminole Nation.

It being known that the Seminole Reservation is insufficient for allotments for the use of the Seminole people, upon which they, as citizens, holding in severalty, may reasonably and adequately maintain their families, the United States will make effort to purchase from the Creek Nation, at one dollar and twenty-five cents per acre, two hundred thousand acres of land, immediately adjoining the eastern boundary of the Seminole Reservation and lying between the North Fork and South Fork of the Canadian River, in trust for and to be conveyed by proper patent by the United States to the Seminole Indians, upon said sum of one dollar and twenty-five cents per acre being reimbursed to the United States by said Seminole Indians; the same to be allotted as herein provided for lands now owned by the Seminoles.

This agreement shall be binding on the United States when ratified by Congress and on the Seminole people when ratified by the general council of the Seminole Nation.

In witness whereof the said commissioners have hereunto affixed their names at Muskogee, Indian Territory, this sixteenth day of December, A. D. 1897.

HENRY L. DAWES,
TAMS BIXBY,
FRANK C. ARMSTRONG,
ARCHIBALD S. MCKENNON,
THOMAS B. NEEDLES,
*Commission to the Five Civilized Tribes.*

ALLISON L. AYLESWORTH,
*Secretary.*

JOHN F. BROWN,
OKCHAN HARJO,
WILLIAM CULLY,
K. N. KINKEHEE,
THOMAS WEST,
THOMAS FACTOR,
*Seminole Commission.*

A. J. BROWN,
*Secretary.*

Therefore,

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the same be, and is hereby, ratified and confirmed, and all laws and parts of laws inconsistent therewith are hereby repealed.

Approved, July 1, 1898.

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AGREEMENT BETWEEN THE UNITED STATES COMMISSION TO THE FIVE CIVILIZED TRIBES AND THE SEMINOLE TRIBE OF INDIANS, OCTOBER 7, 1899.

[31 Stat. L., 250.]

This agreement by and between the Government of the United States, of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the Seminole tribe of Indians in Indian Territory, of the second part, entered into in behalf of said tribe by John F. Brown and K. N. Kinkehee, commissioners duly appointed and authorized thereunto, witnesseth:

First. That the Commission to the Five Civilized Tribes, in making the rolls of Seminole citizens, pursuant to the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, shall place on said rolls the names of all children born to Seminole citizens up to and including the thirty-first day of December, eighteen hundred and ninety-nine, and the names of all Seminole citizens then living; and the rolls so made, when approved by the Secretary of the Interior, as provided in said act of Congress, shall constitute the final rolls of Seminole citizens upon which the allotment of lands and distribution of money and other property belonging to the Seminole Indians shall be made, and to no other persons.

Second. If any member of the Seminole tribe of Indians shall die after the thirty-first day of December, eighteen hundred and ninety-nine, the lands, money, and other property to which he would be entitled if living shall descend to his heirs who are Seminole citizens, according to the laws of descent and distribution of the State of Arkansas, and be allotted and distributed to them accordingly: *Provided*, That in all cases where such property would descend to the parents under said laws the same shall first go the mother instead of the father, and then to the brothers and sisters, and their heirs, instead of the father.

Third. This agreement to be ratified by the general council of the Seminole Nation and by the Congress of the United States.

In witness whereof the said commissioners hereunto affix their names, at Muskogee, Indian Territory, this seventh day of October, eighteen hundred and ninety-nine.

HENRY L. DAWES,
TAMS BIXBY,
ARCHIBALD S. MCKENNON,
THOMAS B. NEEDLES,
*Commission to the Five Civilized Tribes.*

JOHN F. BROWN,
K. N. KINKEHEE,
*Seminole Commissioners.*

[Appropriation act of May 27, 1902.]

For salaries of four commissioners appointed under acts of Congress, approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That said Commission shall exercise all the powers heretofore conferred upon it by Congress: *Provided further*, That all children born to duly enrolled and recognized citizens of the Creek Nation up to and including the twenty-fifth day of May, nineteen hundred and one, and then living, shall be added to the rolls of citizenship of said nation made under the provisions of an act entitled "An act to ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes," approved March first, nineteen hundred and one, and if any such child has died since the twenty-fifth day of May, nineteen hundred and one, or may hereafter die, before receiving his allotment of land and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs and be allotted and distributed to them accordingly: *And provided further*, That the act entitled "An act to ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes," approved March first, nineteen hundred and one, in so far as it provides for descent and distribution according to the laws of the Creek Nation, is hereby repealed, and the descent and distribution of lands and moneys provided for in said act shall be in accordance with the provisions of chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas in force in Indian Territory.

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For expenses of commissioners and necessary expenses of employees, and three dollars per diem for expenses of a clerk detailed as special disbursing agent by the Interior Department while on duty with the Commission, shall be paid therefrom, for clerical help, including secretary of the Commission and interpreters (act of March third, nineteen hundred and one, volume thirty-one, page one thousand and seventy-four, section one), ninety-three thousand dollars; contingent expenses of the Commission (same act), two thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by law; and said commissioners shall at once make an itemized statement to the Secretary of the Interior of all their expenditures up to January first, nineteen hundred and one, and annually thereafter: *And provided further*, That not to exceed ten thousand four hundred dollars of the above amount may be used in the temporary employment in the office of the Commissioner of Indian Affairs of three clerks, at the rate of one thousand six hundred dollars per annum; one clerk, at the rate of one thousand four hundred dollars, and one clerk at the rate of one thousand two hundred dollars, who shall be competent to examine records in disputed citizenship cases and law contests growing out of the work of said Commission, and in the temporary employment in said office of three competent stenographers, at the rate of one thousand dollars each per annum.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, and all acts amendatory thereof or supplemental thereto, fifty thousand dollars: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw nations fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw nations to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created: *Provided further*, That the limits of such towns in the Cherokee, Choctaw, and Chickasaw nations having a population of less than two hundred people, as in the judgment of the Secretary of the Interior should be established, shall be defined as early as practicable by the Secretary of the Interior in the same manner as provided for towns having over two hundred people under existing law, and the same shall not be subject to allotment. That the land so segregated and reserved from allotment shall be disposed of, in such manner as the Secretary of the Interior may direct, by a town-site commission, one member to be appointed by the Secretary of the Interior and one by the executive of the nation in which such land is located; proceeds arising from the disposition of such lands to be applied in like manner as the proceeds of other lands in town sites.

For the purpose of removing intruders and placing allottees in unrestricted possession of their allotments, to be expended under the direction of the Secretary of the Interior and to be immediately available, fifteen thousand dollars; in all, one hundred and sixty thousand dollars: *Provided, however*, That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties, and no part of this appropriation shall be used for the deportation or removal of any such person from the Indian Territory: *Provided*, That the just and reasonable share of each member of the Chickasaw, Choctaw, Creek, and Cherokee nations of Indians, in the lands belonging to the said tribes, which each member is entitled to hold in his possession until allotments are made, as provided in the act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, be, and the same is hereby, declared to be three hundred and twenty acres for each member of the Chickasaw Nation, three hundred and twenty acres for each member of the Choctaw Nation, one hundred and sixty acres for each member of the Creek Nation, and one hundred acres for each member of the Cherokee Nation.

[PUBLIC—No. 200.]

AN ACT To ratify and confirm a supplemental agreement with the Creek tribe of Indians, and for other purposes.[a]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the following supplemental agreement, submitted by

[a] This agreement was ratified by the Creek council July 26, 1902. President's proclamation issued August 8, 1902.

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certain commissioners of the Creek tribe of Indians, as herein amended, is hereby ratified and confirmed on the part of the United States, and the same shall be of full force and effect if ratified by the Creek tribal council on or before the first day of September, nineteen hundred and two, which said supplemental agreement is as follows:

This agreement by and between the United States, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckenridge, duly appointed and authorized thereunto, and the Muskogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of the said tribe by Pleasant Porter, principal chief, Roley McIntosh, Thomas W. Perryman, Amos McIntosh, and David M. Hodge, commissioners duly appointed and authorized thereunto, witnesseth, that in consideration of the mutual undertakings herein contained, it is agreed as follows:

DEFINITIONS.

The words "Creek" and "Muskogee" as used in this agreement shall be deemed synonymous, and the words "nation" and "tribe" shall each be deemed to refer to the Muskogee Nation or Muskogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muskogee Nation. The words "citizen" or "citizens" shall be deemed to refer to a member or members of the Muskogee tribe or nation of Indians. The word "Commissioner" shall be deemed to refer to the United States Commission to the Five Civilized tribes.

ALLOTMENT OF LANDS.

2. Section 2 of the agreement ratified by act of Congress approved March, 1901 (31 Stat. L., 861), is amended and as so amended is reenacted to read as follows:

All lands belonging to the Creek tribe of Indians in Indian Territory, except town sites and lands reserved for Creek schools and churches, railroads, and town cemeteries, in accordance with the provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be appraised at not to exceed $6.50 per acre, excluding only lawful improvements on lands in actual cultivation.

Such appraisement shall be made, under the direction and supervision of the Commission to the Five Civilized Tribes, by such number of committees with necessary assistance as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief. Said Commission shall have authority to revise and adjust the work of said committees; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. The appraisement so made shall be submitted to the Secretary of the Interior for approval.

3. Paragraph 2 of section 3 of the agreement ratified by said act of Congress approved March 1, 1901, is amended and as so amended is reenacted to read as follows:

If any citizen select lands the appraised value of which is $6.50 per acre, he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and moneys equal in value to his allotment.

4. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all controversies arising between citizens as to their right to select certain tracts of land.

5. Where it is shown to the satisfaction of said Commission that it was the intention of a citizen to select lands which include his home and improvements, but that through error and mistake he had selected land which did not include said home and improvements, said Commission is authorized to cancel said selection and the certificate of selection or allotment embracing said lands, and permit said citizen to make a new selection including said home and improvements; and should said land including said home and improvements have been selected by any other citizen of said nation, the citizen owning said home and improvements shall be permitted to file, within ninety days from the ratification of this agreement, a contest against the citizen having previously selected the same and shall not be prejudiced therein by reason of lapse of time or any provision of law or rules and regulations to the contrary.

DESCENT AND DISTRIBUTION.

6. The provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), in so far as they provide for descent and distribution according to the laws of the Creek Nation, are hereby repealed, and the descent and distribution of land and money provided for by said act shall be in accordance with chapter 49 of Mansfield's Digest of the Statutes of Arkansas now in force in Indian Territory: *Provided*, That

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only citizens of the Creek Nation, male and female, and their Creek descendants shall inherit lands of the Creek Nation: *And provided further*, That if there be no person of Creek citizenship to take the descent and distribution of said estate then the inheritance shall go to noncitizen heirs in the order named in said chapter 49.

ROLLS OF CITIZENSHIP.

7. All children born to those citizens who are entitled to enrollment, as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), subsequent to July 1, 1900, and up to and including May 25, 1901, and living upon the latter date, shall be placed on the rolls made by said Commission. And if any such child has died since May 25, 1901, or may hereafter die before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

8. All children who have not heretofore been listed for enrollment living May 25, 1901, born to citizens whose names appear upon the authenticated rolls of 1890 or upon the authenticated rolls of 1895 and entitled to enrollment as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be placed on the rolls made by said Commission. And if any such child has died since May 25, 1901, or may hereafter die before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

9. If the rolls of citizenship provided for by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall have been completed by said Commission prior to the ratification of this agreement, the names of children entitled to enrollment under the provisions of sections 7 and 8 hereof shall be placed upon a supplemental roll of citizens of the Creek Nation, and said supplemental roll, when approved by the Secretary of the Interior, shall in all respects be held to be a part of the final rolls of citizenship of said tribe: *Provided*, That the Dawes Commission be, and is hereby, authorized to add the following persons to the Creek roll: Nar-wal-le-pe-es, Mary Washington, Walter Washington, and Willie Washington, who are Creek Indians, but whose names were left off the roll through neglect on their part.

ROADS.

10. Public highways or roads 3 rods in width, being one and one-half rods on each side of the section line, may be established along all section lines without any compensation being paid therefor; and all allottees, purchasers, and others shall take the title to such lands subject to this provision. And public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues, and to be paid by the Creek Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid in the same manner.

11. In all instances of the establishment of town sites in accordance with the provisions of the act of Congress approved May 31, 1900 (31 Stat. L., 231), or those of section 10 of the agreement ratified by act of Congress approved March 1, 1901 (31 Stat. L., 861), authorizing the Secretary of the Interior, upon the recommendation of the Commission to the Five Civilized Tribes, at any time before allotment, to set aside and reserve from allotment any lands in the Creek Nation, not exceeding 160 acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed, or be in process of construction, in or through said nation prior to the allotment of lands therein, any citizen who shall have previously selected such town site, or any portion thereof, for his allotment, or who shall have been by reason of improvements therein entitled to select the same for his allotment, shall be paid by the Creek Nation the full value of his improvements thereon at the time of the establishment of the town site, under rules and regulations to be prescribed by the Secretary of the Interior: *Provided, however*, That such citizens may purchase any of said lands in accordance with the provisions of the act of March 1, 1901 (31 Stat. L., 61): *And provided further*, That the lands which may hereafter be set aside and reserved for town sites upon recommendation of the Dawes Commission as herein provided shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, and not to exceed 640 acres for each town site, and 10 per cent of the net pro-

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ceeds arising from the sale of that portion of the land within the town site so selected by him, or which he was so entitled to select; and this shall be in addition to his right to receive from other lands an allotment of 160 acres.

CEMETERIES.

12. A cemetery other than a town cemetery included within the boundaries of an allotment shall not be desecrated by tillage or otherwise, but no interment shall be made therein except with the consent of the allottee, and any person desecrating by tillage or otherwise a grave or graves in a cemetery included within the boundaries of an allotment shall be guilty of a misdemeanor, and upon conviction be punished as provided in section 567 of Mansfield's Digest of the Statutes of Arkansas.

13. Whenever the town-site surveyors of any town in the Creek Nation shall have selected and located a cemetery as provided in section 18 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), the town authorities shall not be authorized to dispose of lots in such cemetery until payment shall have been made to the Creek Nation for land used for said cemetery as provided in said act of Congress; and if the town authorities fail or refuse to make payment as aforesaid within one year of the approval of the plat of said cemetery by the Secretary of the Interior, the land so reserved shall revert to the Creek Nation and be subject to allotment. And for lands heretofore or hereafter designated as parks upon any plat or any town site the town shall make payment into the Treasury of the United States to the credit of the Creek Nation within one year at the rate of $20 per acre; and if such payment be not made within that time, the lands so designated as a park shall be platted into lots and sold as other town lots.

MISCELLANEOUS.

14. All funds of the Creek Nation not needed for equalization of allotments, including the Creek school fund, shall be paid out, under direction of the Secretary of the Interior, per capita to the citizens of the Creek Nation on the dissolution of the Creek tribal government.

15. The provisions of section 24 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), for the reservation of land for the six established Creek court-houses is hereby repealed.

16. Lands allotted to citizens shall not in any manner whatever, or at any time, be encumbered, taken, or sold to secure or satisfy any debt or obligation nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment forty acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said Commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901, but if he have no such issue then he may dispose of his homestead by will, free from the limitation herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands.

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18. When cattle are introduced into the Creek Nation to be grazed upon either lands not selected for allotment or upon lands allotted or selected for allotment the owner thereof, or the party or parties so introducing the same, shall first obtain a permit from the United States Indian agent, Union Agency, authorizing the introduction of such cattle. The application for said permit shall state the number of cattle to be introduced, together with a description of the same, and shall specify the lands upon which said cattle are to be grazed, and whether or not said lands have been selected for allotment. Cattle so introduced and all other live stock owned or controlled by noncitizens of the nation shall be kept upon inclosed lands, and if any such cattle or other live stock trespass upon lands allotted to or selected for allotment by any citizen of said nation, the owner thereof shall, for the first trespass, make reparation to the party injured for the true value of the damages he may have sustained, and for every trespass thereafter double damages, to be recovered with costs, whether the land upon which trespass is made is inclosed or not.

Any person who shall introduce any cattle into the Creek Nation in violation of the provisions of this section shall be deemed guilty of a misdemeanor and punished by a fine of not less than $100, and shall stand committed until such fine and costs are paid, such commitment not to exceed one day for every $2 of said fine and costs; and every day said cattle are permitted to remain in said nation without a permit for their introduction having been obtained shall constitute a separate offense.

19. Section 8 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land, and during the continuance of the tribal government the Secretary of the Interior, through such Indian agent, shall protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not obtained in conformity to law.

20. This agreement is intended to modify and supplement the agreement ratified by said act of Congress approved March 1, 1901, and shall be held to repeal any provision in that agreement or in any prior agreement, treaty, or law in conflict herewith.

21. This agreement shall be binding upon the United States and the Creek Nation and upon all persons affected thereby when it shall have been ratified by Congress and the Creek national council, and the fact of such ratification shall have been proclaimed as hereinafter provided.

22. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek Nation council and submit this agreement, as ratified by Congress, to such council for its consideration, and if the agreement be ratified by the national council, as provided in the constitution of the tribe, the principal chief shall transmit to the President of the United States a certified copy of the act of the council ratifying the agreement, and thereupon the President shall issue his proclamation making public announcement of such ratification. Thenceforward all the provisions of this agreement shall have the force and effect of law.

Approved, June 30, 1902.

[PUBLIC—No. 228.]

AN ACT To ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes.[a]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the following agreement, made by the Commission to the Five Civilized Tribes with the commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-first day of March, nineteen hundred and two, be, and the same is hereby, ratified and confirmed, to wit:

AGREEMENT BETWEEN THE UNITED STATES AND THE CHOCTAWS AND CHICKASAWS.

This agreement, by and between the United States, entered into in its behalf by Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckinridge, commissioners duly appointed and authorized thereunto, and the Choctaw and Chickasaw tribes of Indians in Indian Territory, respectively, entered into in behalf of such Choctaw and Chickasaw tribes by Gilbert W. Dukes, Green McCurtain, Thomas E. Sanguin, and Simon E. Lewis in behalf of the Choctaw tribe of Indians; and Douglas H. Johnston, Calvin J. Grant, Holmes Willis, Edward B. Johnson, and

[a] This agreement was ratified by the Choctaw and Chickasaw nations at an election held September 25, 1902.

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Benjamin H. Colbert in behalf of the Chickasaw tribe of Indians, commissioners duly appointed and authorized thereunto—

Witnesseth that, in consideration of the mutual undertakings herein contained, it is agreed as follows:

DEFINITIONS.

1. Wherever used in this agreement the words "nations" and "tribes" shall each be held to mean the Choctaw and Chickasaw nations or tribes of Indians in Indian Territory.

2. The words "chief executives" shall be held to mean the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation.

3. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Choctaw or Chickasaw tribe of Indians in Indian Territory, not including freedmen.

4. The term "Atoka agreement" shall be held to mean the agreement made by the Commission to the Five Civilized Tribes with the commissioners representing the Choctaw and Chickasaw tribes of Indians at Atoka, Indian Territory, and embodied in the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight. (30 Stats., 495.)

5. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Commission to the Five Civilized Tribes for the Choctaw and Chickasaw nations, for particular tracts of land.

7. Every word in this agreement importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

8. The terms "allottable lands" or "lands allottable" shall be deemed to mean all the lands of the Choctaw and Chickasaw tribes not herein reserved from allotment.

APPRAISEMENT OF LANDS.

9. All lands belonging to the Choctaw and Chickasaw tribes in the Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in determining such value consideration shall not be given to the location thereof, to any mineral deposits, or to any timber except such pine timber as may have been heretofore estimated by the Commission to the Five Civilized Tribes, and without reference to improvements which may be located thereon.

10. The appraisement as herein provided shall be made by the Commission to the Five Civilized Tribes, and the Choctaw and Chickasaw tribes shall each have a representative, to be appointed by the respective executives. to cooperate with the said Commission.

ALLOTMENT OF LANDS.

11. There shall be allotted to each member of the Choctaw and Chickasaw tribes, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to three hundred and twenty acres of the average allottable land of the Choctaw and Chickasaw nations, and to each Choctaw and Chickasaw freedman, as soon as practicable after the approval by the Secretary of the Interior of his enrollment, land equal in value to forty acres of the average allottable land of the Choctaw and Chickasaw nations; to conform, as nearly as may be, to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements. For the purpose of making allotments and designating homesteads hereunder, the forty-acre or quarter-quarter subdivisions established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

12. Each member of said tribes shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to one hundred and sixty acres of the average allottable land of the Choctaw and Chickasaw nations, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment, and separate certificate and patent shall issue for said homestead.

13. The allotment of each Choctaw and Chickasaw freedman shall be inalienable

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during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment.

14. When allotments as herein provided have been made to all citizens and freedmen, the residue of lands not herein reserved or otherwise disposed of, if any there be, shall be sold at public auction under rules and regulations and on terms to be prescribed by the Secretary of the Interior, and so much of the proceeds as may be necessary for equalizing allotments shall be used for that purpose, and the balance shall be paid into the Treasury of the United States to the credit of the Choctaws and Chickasaws and distributed per capita as other funds of the tribes.

15. Lands allotted to members and freedmen shall not be affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under this act, nor shall said lands be sold except as herein provided.

16. All lands allotted to the members of said tribes, except such land as is set aside to each for a homestead as herein provided, shall be alienable after issuance of patent as follows: One-fourth in acreage in one year, one-fourth in acreage in three years, and the balance in five years; in each case from date of patent: *Provided*, That such land shall not be alienable by the allottee or his heirs at any time before the expiration of the Choctaw and Chickasaw tribal governments for less than its appraised value.

17. If for any reason an allotment should not be selected or a homestead designated by, or on behalf of, any member or freedman, it shall be the duty of said Commission to make said selection and designation.

18. In the making of allotments and in the designation of homesteads for members of said tribes, under the provisions of this agreement, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in paragraph eleven hereof.

19. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any member of the Choctaw or Chickasaw tribes to enclose or hold possession of in any manner, by himself or through another, directly or indirectly more lands in value than that of three hundred and twenty acres of average allottable lands of the Choctaw and Chickasaw nations, as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children if members of said tribes; and any member of said tribes found in such possession of lands, or having the same in any manner enclosed after the expiration of ninety days after the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

20. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any Choctaw or Chickasaw freedman to enclose or hold possession of in any manner, by himself or through another, directly or indirectly, more than so much land as shall be equal in value to forty acres of the average allottable lands of the Choctaw and Chickasaw tribes as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children, if they be Choctaw or Chickasaw freedmen; and any freedman found in such possession of lands, or having the same in any manner enclosed after the expiration of ninety days after the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

21. Any person convicted of violating any of the provisions of sections 19 and 20 of this agreement shall be punished by a fine not less than one hundred dollars, and shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs) and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. And the United States district attorneys for the districts in which said nations are situated are required to see that the provisions of said sections are strictly enforced, and they shall immediately after the expiration of ninety days after the date of the final ratification of this agreement proceed to dispossess all persons of such excessive holdings of lands, and to prosecute them for so unlawfully holding the same. And the Commission to the Five Civilized Tribes shall have authority to make investigation of all violations of sections 19 and 20 of this agreement, and make report thereon to the United States district attorneys.

22. If any person whose name appears upon the rolls, prepared as herein provided, shall have died subsequent to the ratification of this agreement and before receiving his allotment of land, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, together with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly

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appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and practicable time, the Commission to the Five Civilized Tribes shall designate the lands thus to be allotted.

23. Allotment certificates issued by the Commission to the Five Civilized Tribes shall be conclusive evidence of the right of any allottee to the tract of land described therein; and the United States Indian agent at the Union Agency shall, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to such allottee, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

24. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all matters relating to the allotment of land.

EXCESSIVE HOLDINGS.

25. After the opening of a land office for allotment purposes in both the Choctaw and the Chickasaw nations any citizen or freedman of either of said nations may appear before the Commission to the Five Civilized Tribes at the land office in the nation in which his land is located and make application for his allotment and for allotments for members of his family and for other persons for whom he is lawfully authorized to apply for allotments, including homesteads, and after the expiration of ninety days following the opening of such land offices any such applicant may make allegation that the land or any part of the land that he desires to have allotted is held by another citizen or person in excess of the amount of land to which said citizen or person is lawfully entitled, and that he desires to have said land allotted to him or members of his family as herein provided; and thereupon said Commission shall serve notice upon the person so alleged to be holding land in excess of the lawful amount to which he may be entitled, said notice to set forth the facts alleged and the name and post-office address of the person alleging the same, and the rights and consequences herein provided, and the person so alleged to be holding land contrary to law shall be allowed thirty days from the date of the service of said notice in which to appear at one of said land offices and to select his allotment and the allotments he may be lawfully authorized to select, including homesteads; and if at the end of the thirty days last provided for the person upon whom said notice has been served has not selected his allotment and allotments as provided, then the Commission to the Five Civilized Tribes shall immediately make or reserve said allotments for the person or persons who have failed to act in accordance with the notice aforesaid, having due regard for the best interest of said allottees; and after such allotments have been made or reserved by said Commission, then all other lands held or claimed, or previously held or claimed by said person or persons, shall be deemed a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such: *Provided*, That any persons who have previously applied for any part of said lands shall have a prior right of allotment of the same in the order of their applications and as their lawful rights may appear.

If any citizen or freedman of the Choctaw and Chickasaw nations shall not have selected his allotment within twelve months after the date of the opening of said land offices in said nations, if not herein otherwise provided, and provided that twelve months shall have elapsed from the date of the approval of his enrollment by the Secretary of the Interior, then the Commission to the Five Civilized Tribes may immediately proceed to select an allotment, including a homestead for such person, said allotment and homestead to be selected as the Commission may deem for the best interest of said person, and the same shall be of the same force and effect as if such selection had been made by such citizen or freedman in person, and all lands held or claimed by persons for whom allotments have been selected by the Commission as provided, and in excess of the amount included in said allotments, shall be a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such.

RESERVATIONS.

26. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites either by the terms of the Atoka agreement, the act of Congress of May 31, 1900 (31 Stats., 221), as herein assented to, or by the terms of this agreement.

(b) All lands to which, at the date of the final ratification of this agreement, any railroad company may under any treaty or act of Congress have a vested right for

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right of way, depots, station grounds, water stations, stock yards, or similar uses connected with the maintenance and operation of the railroad.

(c) The strip of land lying between the city of Fort Smith, Arkansas, and the Arkansas and Poteau rivers, extending up the said Poteau River to the mouth of Mill Creek.

(d) All lands which shall be segregated and reserved by the Secretary of the Interior on account of their coal or asphalt deposits, as hereinafter provided. And the lands selected by the Secretary of the Interior at and in the vicinity of Sulphur, in the Chickasaw Nation, under the cession to the United States hereunder made by said tribes.

(e) One hundred and sixty acres for Jones' Academy.
(f) One hundred and sixty acres for Tuskahoma Female Seminary.
(g) One hundred and sixty acres for Wheelock Orphan Seminary.
(h) One hundred and sixty acres for Armstrong Orphan Academy.
(i) Five acres for capitol building of the Choctaw Nation.
(j) One hundred and sixty acres for Bloomfield Academy.
(k) One hundred and sixty acres for Lebanon Orphan Home
(l) One hundred and sixty acres for Harley Institute.
(m) One hundred and sixty acres for Rock Academy.
(n) One hundred and sixty acres for Collins Institute.
(o) Five acres for the capitol building of the Chickasaw Nation
(p) Eighty acres for J. S. Murrow.
(q) Eighty acres for H. R. Schermerhorn.
(r) Eighty acres for the widow of R. S. Bell.

(s) A reasonable amount of land, to be determined by the town-site commissioners, to include all tribal court-houses and jails and other tribal public buildings.

(t) Five acres for any cemetery located by the town-site commissioners prior to the date of the final ratification of this agreement.

(u) One acre for any church under the control of and used exclusively by the Choctaw or Chickasaw citizens at the date of the final ratification of this agreement.

(v) One acre each for all Choctaw or Chickasaw schools under the supervision of the authorities of the Choctaw or Chickasaw nations and officials of the United States.

And the acre so reserved for any church or school in any quarter section of land shall be located when practicable in a corner of such quarter section lying adjacent to the section line thereof.

ROLLS OF CITIZENSHIP.

27. The rolls of the Choctaw and Chickasaw citizens and Choctaw and Chickasaw freedmen shall be made by the Commission to the Five Civilized Tribes, in strict compliance with the act of Congress approved June 28, 1898 (30 Stats., 495), and the act of Congress approved May 31, 1900 (31 Stats., 221), except as herein otherwise provided: *Provided*, That no person claiming right to enrollment and allotment and distribution of tribal property, by virtue of a judgment of the United States court in the Indian Territory under the act of June 10, 1896 (29 Stats., 321), and which right is contested by legal proceedings instituted under the provisions of this agreement, shall be enrolled or receive allotment of lands or distribution of tribal property until his right thereto has been finally determined.

28. The names of all persons living on the date of the final ratification of this agreement entitled to be enrolled as provided in section 27 hereof shall be placed upon the rolls made by said Commission; and no child born thereafter to a citizen or freedman and no person intermarried thereafter to a citizen shall be entitled to enrollment or to participate in the distribution of the tribal property of the Choctaws and Chickasaws.

29. No person whose name appears upon the rolls made by the Commission to the Five Civilized Tribes as a citizen or freedman of any other tribe shall be enrolled as a citizen or freedman of the Choctaw or Chickasaw nations.

30. For the purpose of expediting the enrollment of the Choctaw and Chickasaw citizens and the Choctaw and Chickasaw freedmen, the said Commission shall, from time to time, and as early as practicable, forward to the Secretary of the Interior lists upon which shall be placed names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final rolls of citizens of the Choctaw and Chickasaw tribes and of Choctaw and Chickasaw freedmen, upon which allotment of land and distribution of other tribal property shall be made as herein provided. Lists shall be made up and forwarded when contests of whatever character shall have been determined, and when there shall have been submitted to

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and approved by the Secretary of the Interior lists embracing names of all those lawfully entitled to enrollment, the rolls shall be deemed complete. The rolls so prepared shall be made in quintuplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Choctaw Nation, one with the governor of the Chickasaw Nation, and one to remain with the Commission to the Five Civilized Tribes.

31. It being claimed and insisted by the Choctaw and Chickasaw nations that the United States courts in the Indian Territory, acting under the act of Congress, approved June 10, 1896, have admitted persons to citizenship or to enrollment as such citizens in the Choctaw and Chickasaw nations, respectively, without notice of the proceedings in such courts being given to each of said nations; and it being insisted by said nations that, in such proceedings, notice to each of said nations was indispensable, and it being claimed and insisted by said nations that the proceedings in the United States courts in the Indian Territory, under the said act of June 10, 1896, should have been confined to a review of the action of the Commission to the Five Civilized Tribes, upon the papers and evidence submitted to such Commission, and should not have extended to a trial de novo of the question of citizenship; and it being desirable to finally determine these questions, the two nations, jointly, or either of said nations acting separately and making the other a party defendant, may, within ninety days after this agreement becomes effective, by a bill in equity filed in the Choctaw and Chickasaw citizenship court hereinafter named, seek the annulment and vacation of all such decisions by said courts. Ten persons so admitted to citizenship or enrollment by said courts, with notice to one but not to both of said nations, shall be made defendants to said suit as representatives of the entire class of persons similarly situated, the number of such persons being too numerous to require all of them to be made individual parties to the suit; but any person so situated may, upon his application, be made a party defendant to the suit. Notice of the institution of said suit shall be personally served upon the chief executive of the defendant nation, if either nation be made a party defendant as aforesaid, and upon each of said ten representative defendants, and shall also be published for a period of four weeks in at least two weekly newspapers having general circulation in the Choctaw and Chickasaw nations. Such notice shall set forth the nature and prayer of the bill, with the time for answering the same, which shall not be less than thirty days after the last publication. Said suit shall be determined at the earliest practicable time, shall be confined to a final determination of the questions of law here named, and shall be without prejudice to the determination of any charge or claim that the admission of such persons to citizenship or enrollment by said United States courts in the Indian Territory was wrongfully obtained as provided in the next section. In the event said citizenship judgments or decisions are annuled or vacated in the test suit hereinbefore authorized, because of either or both of the irregularities claimed and insisted upon by said nations as aforesaid, then the files, papers, and proceedings in any citizenship case in which the judgment or decision is so annulled or vacated, shall, upon written application therefor, made within ninety days thereafter by any party thereto, who is thus deprived of a favorable judgment upon his claimed citizenship, be transferred and certified to said citizenship court by the court having custody and control of such files, papers, and proceedings, and, upon the filing in such citizenship court of the files, papers, and proceedings in any such citizenship case, accompanied by due proof that notice in writing of the transfer and certification thereof has been given to the chief executive officer of each of said nations, said citizenship case shall be docketed in said citizenship court, and such further proceedings shall be had therein in that court as ought to have been had in the court to which the same was taken on appeal from the Commission to the Five Civilized Tribes, and as if no judgment or decision had been rendered therein.

32. Said citizenship court shall also have appellate jurisdiction over all judgments of the courts in Indian Territory rendered under said act of Congress of June tenth, eighteen hundred and ninety-six, admitting persons to citizenship or to enrollment as citizens in either of said nations. The right of appeal may be exercised by the said nations jointly or by either of them acting separately at any time within six months after this agreement is finally ratified. In the exercise of such appellate jurisdiction said citizenship court shall be authorized to consider, review, and revise all such judgments, both as to findings of fact and conclusions of law, and may, wherever in its judgment substantial justice will thereby be subserved, permit either party to any such appeal to take and present such further evidence as may be necessary to enable said court to determine the very right of the controversy. And said court shall have power to make all needful rules and regulations prescribing the manner of taking and conducting said appeals and of taking additional evidence therein. Such citizenship court shall also have like appellate jurisdiction and authority over judgments rendered by such courts under the said act denying claims

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to citizenship or to enrollment as citizens in either of said nations. Such appeals shall be taken within the time hereinbefore specified and shall be taken, conducted, and disposed of in the same manner as appeals by the said nations, save that notice of appeals by citizenship claimants shall be served upon the chief executive officer of both nations: *Provided*, That paragraphs thirty-one, thirty-two, and thirty-three hereof shall go into effect immediately after the passage of this act by Congress.

33. A court is hereby created, to be known as the Choctaw and Chickasaw citizenship court, the existence of which shall terminate upon the final determination of the suits and proceedings named in the last two preceding sections, but in no event later than the thirty-first day of December, nineteen hundred and three. Said court shall have all authority and power necessary to the hearing and determination of the suits and proceedings so committed to its jurisdiction, including the authority to issue and enforce all requisite writs, process, and orders, and to prescribe rules and regulations for the transaction of its business. It shall also have all the powers of a circuit court of the United States in compelling the production of books, papers, and documents, the attendance of witnesses, and in punishing contempt. Except where herein otherwise expressly provided, the pleading, practice, and proceedings in said court shall conform, as near as may be, to the pleadings, practice, and proceedings in equity causes in the circuit courts of the United States. The testimony shall be taken in court or before one of the judges, so far as practicable. Each judge shall be authorized to grant, in vacation or recess, interlocutory orders and to hear and dispose of interlocutory motions not affecting the substantial merits of the case. Said court shall have a chief judge and two associate judges, a clerk, a stenographer, who shall be deputy clerk, and a bailiff. The judges shall be appointed by the President, by and with the advice and consent of the Senate, and shall each receive a compensation of five thousand dollars per annum and his necessary and actual traveling and personal expenses while engaged in the performance of his duties. The clerk, stenographer, and bailiff shall be appointed by the judges, or a majority of them, and shall receive the following yearly compensation: Clerk, two thousand four hundred dollars; stenographer, twelve hundred dollars; bailiff, nine hundred dollars. The compensation of all these officers shall be paid by the United States in monthly installments. The moneys to pay said compensation are hereby appropriated, and there is also hereby appropriated the sum of five thousand dollars, or so much thereof as may be necessary, to be expended under the direction of the Secretary of the Interior, to pay such contingent expenses of said court and its officers as to such Secretary may seem proper. Said court shall have a seal, shall sit at such place or places in the Choctaw and Chickasaw nations as the judges may designate, and shall hold public sessions, beginning the first Monday in each month, so far as may be practicable or necessary. Each judge and the clerk and deputy clerk shall be authorized to administer oaths. All writs and process issued by said court shall be served by the United States marshal for the district in which the service is to be had. The fees for serving process and the fees of witnesses shall be paid by the party at whose instance such process is issued or such witnesses are subpœnaed, and the rate or amount of such fees shall be the same as is allowed in civil causes in the circuit court of the United States for the western district of Arkansas. No fees shall be charged by the clerk or other officers of said court. The clerk of the United States court in Indian Territory, having custody and control of the files, papers, and proceedings in the original citizenship cases, shall receive a fee of two dollars and fifty cents for transferring and certifying to the citizenship court the files, papers, and proceedings in each case, without regard to the number of persons whose citizenship is involved therein, and said fee shall be paid by the person applying for such transfer and certification. The judgment of the citizenship court in any or all of the suits or proceedings so committed to its jurisdiction shall be final. All expenses necessary to the proper conduct, on behalf of the nations, of the suits and proceedings provided for in this and the two preceding sections shall be incurred under the direction of the executives of the two nations, and the Secretary of the Interior is hereby authorized, upon certificate of said executives, to pay such expenses as in his judgment are reasonable and necessary out of any of the joint funds of said nations in the Treasury of the United States.

34. During the ninety days first following the date of the final ratification of this agreement the Commission to the Five Civilized Tribes may receive applications for enrollment only of persons whose names are on the tribal rolls, but who have not heretofore been enrolled by said Commission, commonly known as "delinquents," and such intermarried white persons as may have married recognized citizens of the Choctaw and Chickasaw nations in accordance with the tribal laws, customs, and usages on or before the date of the passage of this act by Congress, and such infant children as may have been born to recognized and enrolled citizens on or before the date of the final ratification of this agreement; but the application of no person

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whomsoever for enrollment shall be received after the expiration of the said ninety days: *Provided*, That nothing in this section shall apply to any person or persons making application for enrollment as Mississippi Choctaws, for whom provision has herein otherwise been made.

35. No person whose name does not appear upon the rolls prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw tribes, and those whose names appear thereon shall participate in the manner set forth in this agreement: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person, whose name is on the said rolls, and who died prior to the date of the final ratification of this agreement. The right of such person to any interest in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before the date of the final ratification of this agreement, and any person or persons who may conceal the death of anyone on said rolls as aforesaid, for the purpose of profiting by the said concealment, and who shall knowingly receive any portion of any land or other tribal property, or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto a forfeiture to the Choctaw and Chickasaw nations of the lands, other tribal property, and proceeds so obtained.

CHICKASAW FREEDMEN.

36. Authority is hereby conferred upon the Court of Claims to determine the existing controversy respecting the relations of the Chickasaw freedmen to the Chickasaw Nation and the rights of such freedmen in the lands of the Choctaw and Chickasaw nations under the third article of the treaty of eighteen hundred and sixty-six, between the United States and the Choctaw and Chickasaw nations, and under any and all laws subsequently enacted by the Chickasaw legislature or by Congress.

37. To that end the Attorney-General of the United States is hereby directed, on behalf of the United States, to file in said Court of Claims, within sixty days after this agreement becomes effective, a bill of interpleader against the Choctaw and Chickasaw nations and the Chickasaw freedmen, setting forth the existing controversy between the Chickasaw Nation and the Chickasaw freedmen and praying that the defendants thereto be required to interplead and settle their respective rights in such suit.

38. Service of process in the suit may be had on the Choctaw and Chickasaw nations, respectively, by serving upon the principal chief of the former and the governor of the latter a certified copy of the bill, with a notice of the time for answering the same, which shall not be less than thirty nor more than sixty days after such service, and may be had upon the Chickasaw freedmen by serving upon each of three known and recognized Chickasaw freedmen a certified copy of the bill, with a like notice of the time for answering the same, and by publishing a notice of the commencement of the suit, setting forth the nature and prayer of the bill, with the time for answering the same, for a period of three weeks in at least two weekly newspapers having general circulation in the Chickasaw Nation.

39. The Choctaw and Chickasaw nations, respectively, may in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes, employ counsel to represent them in such suit and protect their interests therein; and the Secretary of the Interior shall employ competent counsel to represent the Chickasaw freedmen in said suit and to protect their interests therein; and the compensation of counsel so employed for the Chickasaw freedmen, including all costs of printing their briefs and other incidental expenses on their part, not exceeding six thousand dollars, shall be paid out of the Treasury of the United States upon certificate of the Secretary of the Interior setting forth the employment and the terms thereof, and stating that the required services have been duly rendered; and any party feeling aggrieved at the decree of the Court of Claims, or any part thereof, may, within sixty days after the rendition thereof, appeal to the Supreme Court, and in each of said courts the suit shall be advanced for hearing and decision at the earliest practicable time.

40. In the meantime the Commission to the Five Civilized Tribes shall make a roll of the Chickasaw freedmen and their descendants, as provided in the Atoka agreement, and shall make allotments to them as provided in this agreement, which said allotments shall be held by the said Chickasaw freedmen, not as temporary allotments, but as final allotments, and in the event that it shall be finally deter-



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mined in said suit that the Chickasaw freedmen are not, independently of this agreement, entitled to allotments in the Choctaw and Chickasaw lands, the Court of Claims shall render a decree in favor of the Choctaw and Chickasaw nations according to their respective interests, and against the United States, for the value of the lands so allotted to the Chickasaw freedmen as ascertained by the appraisal thereof made by the Commission to the Five Civilized Tribes for the purpose of allotment, which decree shall take the place of the said lands and shall be in full satisfaction of all claims by the Choctaw and Chickasaw nations against the United States or the said freedmen on account of the taking of the said lands for allotment to said freedmen: *Provided*, That nothing contained in this paragraph shall be construed to affect or change the existing status or rights of the two tribes as between themselves respecting the lands taken for allotment to freedmen, or the money, if any, recovered as compensation therefor, as aforesaid.

MISSISSIPPI CHOCTAWS.

41. All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stats., 495), as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1830, may, at any time within six months after the date of their identification as Mississippi Choctaws by the said Commission, make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such Commission within one year after the date of their said identification as Mississippi Choctaws shall be enrolled by such Commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to the special provisions herein provided as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said Commission after six months subsequent to the date of the final ratification of this agreement and in the disposition of such applications all full-blood Mississippi Choctaw Indians and the descendants of any Mississippi Choctaw Indians, whether of full or mixed blood, who receive a patent to land under the said fourteenth article of the said treaty of eighteen hundred and thirty who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June twenty-eighth, eighteen hundred and ninety-eight, shall be deemed to be Mississippi Choctaws, entitled to benefits under article fourteen of the said treaty of September twenty-seventh, eighteen hundred and thirty, and to identification as such by said Commission, but this direction or provision shall be deemed to be only a rule of evidence and shall not be invoked by or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood, or who is not the descendant of a Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the right of citizenship in the Choctaw Nation. All of said Mississippi Choctaws so enrolled by said Commission shall be upon a separate roll.

42. When any such Mississippi Choctaw shall have in good faith continuously resided upon the lands of the Choctaw and Chickasaw nations for a period of three years, including his residence thereon before and after such enrollment, he shall, upon due proof of such continuous bona fide residence, made in such manner and before such officer as may be designated by the Secretary of the Interior, receive a patent for his allotment, as provided in the Atoka agreement, and he shall hold the lands allotted to him as provided in this agreement for citizens of the Choctaw and Chickasaw nations.

43. Applications for enrollment as Mississippi Choctaws, and applications to have land set apart to them as such, must be made personally before the Commission to the Five Civilized Tribes. Fathers may apply for their minor children; and, if the father be dead, the mother may apply; husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney, in the discretion of said Commission.

44. If within four years after such enrollment any such Mississippi Choctaw, or his heirs or representatives if he be dead, fails to make proof of such continuous bona fide residence for the period so prescribed, or up to the time of the death of such Mississippi Choctaw, in case of his death after enrollment, he, and his heirs and representatives if he be dead, shall be deemed to have acquired no interest in the lands set apart to him, and the same shall be sold at public auction for cash, under rules and regulations prescribed by the Secretary of the Interior, and the proceeds

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paid into the Treasury of the United States to the credit of the Choctaw and Chickasaw tribes, and distributed per capita with other funds of the tribes. Such lands shall not be sold for less than their appraised value. Upon payment of the full purchase price patent shall issue to the purchaser.

TOWN SITES.

45. The Choctaw and Chickasaw tribes hereby assent to the act of Congress approved May 31, 1900 (31 Stats., 221), in so far as it pertains to town sites in the Choctaw and Chickasaw nations, ratifying and confirming all acts of the Government of the United States thereunder, and consent to a continuance of the provisions of said act not in conflict with the terms of this agreement.

46. As to those town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, as provided in said act of Congress of May 31, 1900, such additional acreage may be added thereto, in like manner as the original town site was set apart, as may be necessary for the present needs and reasonable prospective growth of said town sites, the total acreage not to exceed six hundred and forty acres for each town site.

47. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Commission to the Five Civilized Tribes, under the provisions of said act of May 31, 1900, shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

48. Whenever any tract of land shall be set aside for town-site purposes, as provided in said act of May 31, 1900, or by the terms of this agreement, which is occupied by any member of the Choctaw or Chickasaw nations, such occupant shall be fully compensated for his improvements thereon, out of the funds of the tribes arising from the sale of town sites, under rules and regulations to be prescribed by the Secretary of the Interior, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe in which the town site is located, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriation for surveying, laying out, platting, and selling town sites.

49. Whenever the chief executive of the Choctaw or Chickasaw Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw Nation to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

50. There shall be appointed, in the manner provided in the Atoka agreement, such additional town-site commissions as the Secretary of the Interior may deem necessary, for the speedy disposal of all town sites in said nations: *Provided*, That the jurisdiction of said additional town-site commissions shall extend to such town sites only as shall be designated by the Secretary of the Interior.

51. Upon the payment of the full amount of the purchase price of any lot in any town site in the Choctaw and Chickasaw nations, appraised and sold as herein provided, or sold as herein provided, the chief executives of said nations shall jointly execute, under their hands and the seals of the respective nations and deliver to the purchaser of the said lot, a patent conveying to him all right, title, and interest of the Choctaw and Chickasaw tribes in and to said lot.

52. All town lots in any one town site to be conveyed to one person shall, as far as practicable, be included in one patent, and all patents shall be executed free of charge to the grantee.

53. Such towns in the Choctaw and Chickasaw nations as may have a population of less than two hundred people, not otherwise provided for, and which in the judgment of the Secretary of the Interior should be set aside as town sites, shall have their limits defined not later than ninety days after the final ratification of this agreement, in the same manner as herein provided for other town sites; but in no such case shall more than forty acres of land be set aside for any such town site.

54. All town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May 31, 1900 (31 Stat., 221), with the additional acreage added thereto, and all town sites which may hereafter be set aside, as well as all town sites set aside under the provisions of this agreement having a population of less than two hundred, shall be surveyed, laid out, platted, appraised,

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and disposed of in a like manner, and with like preference rights accorded to owners of improvements as other town sites in the Choctaw and Chickasaw nations are surveyed, laid out, platted, appraised, and disposed of under the Atoka agreement, as modified or supplemented by the said act of May 31, 1900: *Provided*, That occupants or purchasers of lots in town sites in said Choctaw and Chickasaw nations upon which no improvements have been made prior to the passage of this act by Congress shall pay the full appraised value of said lots instead of the percentage named in the Atoka agreement.

MUNICIPAL CORPORATIONS.

55. Authority is hereby conferred upon municipal corporations in the Choctaw and Chickasaw nations, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nations and made applicable to the cities and towns therein the same as if specially enacted in reference thereto; and said municipal corporations are hereby authorized to vacate streets and alleys, or parts thereof, and said streets and alleys, when so vacated, shall become the property of the adjacent property holders.

COAL AND ASPHALT.

56. At the expiration of two years after the final ratification of this agreement all deposits of coal and asphalt which are in lands within the limits of any town site established under the Atoka agreement, or the act of Congress of May 31, 1900, or this agreement, and which are within the exterior limits of any lands reserved from allotment on account of their coal or asphalt deposits, as herein provided, and which are not at the time of the final ratification of this agreement embraced in any then existing coal or asphalt lease, shall be sold at public auction for cash under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as herein provided respecting the proceeds of the sale of coal and asphalt lands.

57. All coal and asphalt deposits which are within the limits of any town site so established, which are at the date of the final ratification of this agreement covered by any existing lease, shall, at the expiration of two years after the final ratification of this agreement, be sold at public auction under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as provided in the last preceding section. The coal or asphalt covered by each lease shall be separately sold. The purchaser shall take such coal or asphalt deposits subject to the existing lease, and shall by the purchase succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribe shall be retained by them.

58. Within six months after the final ratification of this agreement the Secretary of the Interior shall ascertain, so far as may be practicable, what lands are principally valuable because of their deposits of coal or asphalt, including therein all lands which at the time of the final ratification of this agreement shall be covered by then existing coal or asphalt leases, and within that time he shall, by a written order, segregate and reserve from allotment all of said lands. Such segregation and reservation shall conform to the subdivisions of the Government survey as nearly as may be, and the total segregation and reservation shall not exceed five hundred thousand acres. No lands so reserved shall be allotted to any member or freedman, and the improvements of any member or freedman existing upon any of the lands so segregated and reserved at the time of their segregation and reservation shall be appraised under the direction of the Secretary of the Interior, and shall be paid for out of any common funds of the two tribes in the Treasury of the United States, upon the order of the Secretary of the Interior. All coal and asphalt deposits, as well as other minerals which may be found in any lands not so segregated and reserved, shall be deemed a part of the land and shall pass to the allottee or other person who may lawfully acquire title to such lands.

59. All lands segregated and reserved under the last preceding section, excepting those embraced within the limits of a town site, established as hereinbefore provided, shall, within three years from the final ratification of this agreement and before the dissolution of the tribal governments, be sold at public auction for cash, under the direction of the President, by a commission composed of three persons, which shall be appointed by the President, one on the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw by blood, and one on the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood. Either of said commissioners may, at any time, be removed by the President for

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good cause shown. Each of said commissioners shall be paid at the rate of four thousand dollars per annum, the Choctaw commissioner to be paid by the Choctaw Nation, the Chickasaw commissioner to be paid by the Chickasaw Nation, and the third commissioner to be paid by the United States. In the sale of coal and asphalt lands and coal and asphalt deposits hereunder, the commission shall have the right to reject any or all bids which it considers below the value of any such lands or deposits. The proceeds arising from the sale of coal and asphalt lands and coal and asphalt deposits shall be deposited in the Treasury of the United States to the credit of said tribes and paid out per capita to the members of said tribes (freedmen excepted) with the other moneys belonging to said tribes in the manner provided by law. The lands embraced within any coal or asphalt lease shall be separately sold, subject to such lease, and the purchaser shall succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribes shall be retained by them. The lands so segregated and reserved, and not included within any existing coal or asphalt lease, shall be sold in tracts not exceeding in area a section under the Government survey.

60. Upon the recommendation of the chief executive of each of the two tribes, and where in the judgment of the President it is advantageous to the tribes so to do, the sale of any coal or asphalt lands which are herein directed to be sold may be made at any time after the expiration of six months from the final ratification of this agreement, without awaiting the expiration of the period of two years, as hereinbefore provided.

61. No lease of any coal or asphalt lands shall be made after the final ratification of this agreement, the provisions of the Atoka agreement to the contrary notwithstanding.

62. Where any lands so as aforesaid segregated and reserved on account of their coal or asphalt deposits are in this agreement specifically reserved from allotment for any other reason, the sale to be made hereunder shall be only of the coal and asphalt deposits contained therein, and in all other respects the other specified reservation of such lands herein provided for shall be fully respected.

63. The chief executives of the two tribes shall execute and deliver, with the approval of the Secretary of the Interior, to each purchaser of any coal or asphalt lands so sold, and to each purchaser of any coal or asphalt deposits so sold, an appropriate patent or instrument of conveyance, conveying to the purchaser the property so sold.

SULPHUR SPRINGS.

64. The two tribes hereby absolutely and unqualifiedly relinquish, cede, and convey unto the United States a tract or tracts of land at and in the vicinity of the village of Sulphur, in the Chickasaw Nation, of not exceeding six hundred and forty acres, to be selected, under the direction of the Secretary of the Interior, within four months after the final ratification of this agreement, and to embrace all the natural springs in and about said village, and so much of Sulphur Creek, Rock Creek, Buckhorn Creek, and the lands adjacent to said natural springs and creeks as may be deemed necessary by the Secretary of the Interior for the proper utilization and control of said springs and the waters of said creeks, which lands shall be so selected as to cause the least interference with the contemplated town site at that place consistent with the purposes for which said cession is made, and when selected the ceded lands shall be held, owned, and controlled by the United States absolutely and without any restriction, save that no part thereof shall be platted or disposed of for town-site purposes during the existence of the two tribal governments. Such other lands as may be embraced in a town site at that point shall be disposed of in the manner provided in the Atoka agreement for the disposition of town sites. Within ninety days after the selection of the lands so ceded, there shall be deposited in the Treasury of the United States, to the credit of the two tribes, from the unappropriated public moneys of the United States, twenty dollars per acre for each acre so selected, which shall be in full compensation for the lands so ceded, and such moneys shall, upon the dissolution of the tribal governments, be divided per capita among the members of the tribes, freedmen excepted, as are other funds of the tribes. All improvements upon the lands so selected which were lawfully there at the time of the ratification of this agreement by Congress shall be appraised, under the direction of the Secretary of the Interior, at the true value thereof at the time of the selection of said lands, and shall be paid for by warrants drawn by the Secretary of the Interior upon the Treasurer of the United States. Until otherwise provided by law, the Secretary of the Interior may, under rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the lands so ceded. No person shall occupy any portion of the

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lands so ceded or carry on any business thereon, except as provided in said rules, and until otherwise provided by Congress the laws of the United States relating to the introduction, possession, sale, and giving away of liquors or intoxicants of any kind within the Indian country or Indian reservations shall be applicable to the lands so ceded, and said lands shall remain within the jurisdiction of the United States court for the southern district of Indian Territory: *Provided, however*, That nothing contained in this section shall be construed or held to commit the Government of the United States to any expenditure of money upon said lands or the improvements thereof, except as provided herein, it being the intention of this provision that in the future the lands and improvements herein mentioned shall be conveyed by the United States to such Territorial or State organization as may exist at the time when such conveyance is made.

MISCELLANEOUS.

65. The acceptance of patents for minors, prisoners, convicts, and incompetents by persons authorized to select their allotments for them shall be sufficient to bind such minors, prisoners, convicts, and incompetents as to the conveyance of all other lands of the tribes.

66. All patents to allotments of land, when executed, shall be recorded in the office of the Commission to the Five Civilized Tribes within said nations in books appropriate for the purpose, until such time as Congress shall make other suitable provision for record of land titles as provided in the Atoka agreement, without expense to the grantee; and such records shall have like effect as other public records.

67. The provisions of section three of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (30 Stats., 495), shall not apply to or in any manner affect the lands or other property of the Choctaws and Chickasaws or Choctaw and Chickasaw freedmen.

68. No act of Congress or treaty provision, nor any provision of the Atoka agreement, inconsistent with this agreement, shall be in force in said Choctaw and Chickasaw nations.

69. All controversies arising between members as to their right to select particular tracts of land shall be determined by the Commission to the Five Civilized Tribes.

70. Allotments may be selected and homesteads designated for minors by the father or mother, if members, or by a guardian or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable person akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

71. After the expiration of nine months after the date of the original selection of an allotment, by or for any citizen or freedmen of the Choctaw or Chickasaw tribes, as provided in this agreement, no contest shall be instituted against such selection.

72. There shall be paid to each citizen of the Chickasaw Nation, immediately after the approval of his enrollment and right to participate in distribution of tribal property, as herein provided, the sum of forty dollars. Such payment shall be made under the direction of the Secretary of the Interior, and out of the balance of the "arrears of interest" of five hundred and fifty-eight thousand five hundred and twenty dollars and fifty-four cents appropriated by the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," yet due to the Chickasaws and remaining to their credit in the Treasury of the United States; and so much of such moneys as may be necessary for such payment are hereby appropriated and made available for that purpose, and the balance, if any there be, shall remain in the Treasury of the United States, and be distributed per capita with the other funds of the tribes. And all acts of Congress or other treaty provisions in conflict with this provision are hereby repealed.

73. This agreement shall be binding upon the United States and upon the Choctaw and Chickasaw nations and all Choctaws and Chickasaws, when ratified by Congress and by a majority of the whole number of votes cast by the legal voters of the Choctaw and Chickasaw tribes in the manner following: The principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall, within one hundred and twenty days after the ratification of this agreement by Congress, make public proclamation that the same shall be voted upon at any special election to be held for that purpose within thirty days thereafter, on a certain day therein named; and all male citizens of each of the said tribes qualified to vote under the tribal laws shall have a right to vote at the election precinct most convenient to his residence, whether the same be within the bounds of his tribe or not. And if this agreement

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be ratified by said tribes as aforesaid, the date upon which said election is held shall be deemed to be the date of final ratification.

74. The votes cast in both the Choctaw and Chickasaw nations shall be forthwith returned and duly certified by the precinct officers to the national secretaries of said tribes, and shall be presented by said national secretaries to a board of commissioners consisting of the principal chief and the national secretary of the Choctaw Nation and the governor and national secretary of the Chickasaw Nation and two members of the Commission to the Five Civilized Tribes; and said board shall meet without delay at Atoka, Indian Territory, and canvass and count said votes, and make proclamation of the result.

In witness whereof the said commissioners do hereby affix their names at Washington, District of Columbia, this twenty-first day of March, 1902.

Approved, July 1, 1902.

[PUBLIC—NO. 241.]

AN ACT to provide for the allotment of the lands of the Cherokee Nation, for the disposition of town sites therein, and for other purposes.[a]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

DEFINITION OF WORDS EMPLOYED HEREIN.

SECTION 1. The words "nation" and "tribe" shall each be held to refer to the Cherokee Nation or tribe of Indians in Indian Territory.

SEC. 2. The words "principal chief" or "chief executive" shall be held to mean the principal chief of said tribe.

SEC. 3. The words "Dawes Commission" or "Commission" shall be held to mean the United States Commission to the Five Civilized Tribes.

SEC. 4. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

SEC. 5. The terms "allottable lands" or "lands allottable" shall be held to mean all the lands of the Cherokee tribe not herein reserved from allotment.

SEC. 6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Dawes Commission for the Cherokee Nation, for particular tracts of land.

SEC. 7. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Cherokee Nation, in the Indian Territory.

SEC. 8. Every word in this act importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

APPRAISEMENT OF LANDS.

SEC. 9. The lands belonging to the Cherokee tribe of Indians in Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in the determination of the value of such land consideration shall not be given to the location thereof, to any timber thereon, or to any mineral deposits contained therein, and shall be made without reference to improvements which may be located thereon.

SEC. 10. The appraisement, as herein provided, shall be made by the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior.

ALLOTMENT OF LANDS.

SEC. 11. There shall be allotted by the Commission to the Five Civilized Tribes and to each citizen of the Cherokee tribe, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nation, to conform as nearly as may be to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements.

SEC. 12. For the purpose of making allotments and designating homesteads hereunder, the forty-acre, or quarter of a quarter section, subdivision established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

[a] This agreement ratified by Cherokee Nation at an election held August 7, 1902.

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SEC. 13. Each member of said tribe shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to forty acres of the average allottable lands of the Cherokee Nation, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the certificate of allotment. Separate certificate shall issue for said homestead. During the time said homestead is held by the allottee the same shall be nontaxable and shall not be liable for any debt contracted by the owner thereof while so held by him.

SEC. 14. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation, or be alienated by the allottee or his heirs, before the expiration of five years from the date of the ratification of this act.

SEC. 15. All lands allotted to the members of said tribe, except such land as is set aside to each for a homestead as herein provided, shall be alienable in five years after issuance of patent.

SEC. 16. If for any reason an allotment should not be selected or a homestead designated by or on behalf of any member of the tribe, it shall be the duty of said Commission to make said selection and designation.

SEC. 17. In the making of allotments and in the designation of homesteads for members of said tribe, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in section twelve hereof.

SEC. 18. It shall be unlawful after ninety days after the ratification of this act by the Cherokees for any member of the Cherokee tribe to inclose or hold possession of, in any manner, by himself or through another, directly or indirectly, more lands in value than that of one hundred and ten acres of average allottable lands of the Cherokee Nation, either for himself or for his wife, or for each of his minor children, if members of said tribe; and any member of said tribe found in such possession of lands, or having the same in any manner inclosed, after the expiration of ninety days after the date of the ratification of this act shall be deemed guilty of a misdemeanor.

SEC. 19. Any person convicted of violating any of the provisions of section eighteen of this act shall be punished by a fine of not less than one hundred dollars, shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs), and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. The United States district attorney for the northern district is required to see that the provisions of said section eighteen are strictly enforced, and he shall immediately, after the expiration of the ninety days after the ratification of this act, proceed to dispossess all persons of such excessive holdings of lands and to prosecute them for so unlawfully holding the same, and the Commission to the Five Civilized Tribes shall have authority to make investigations of all violations of section eighteen and make report thereon to the United States district attorney.

SEC. 20. If any person whose name appears upon the roll prepared as herein provided shall have died subsequent to the first day of September, nineteen hundred and two, and before receiving his allotment, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and proper time, the Dawes Commission shall designate the lands thus to be allotted.

SEC. 21. Allotment certificates issued by the Dawes Commission shall be conclusive evidence of the right of an allottee to the tract of land described therein, and the United States Indian agent for the Union Agency shall, under the direction of the Secretary of the Interior, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to him, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

SEC. 22. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior, to determine all matters relative to the appraisement and the allotment of lands.

SEC. 23. All Delaware Indians who are members of the Cherokee Nation shall take lands and share in the funds of the tribe, as their rights may be determined by the judgment of the Court of Claims, or by the Supreme Court if appealed, in the suit instituted therein by the Delawares against the Cherokee Nation, and now pending; but if said suit be not determined before said Commission is ready to begin the allotment of lands of the tribe as herein provided, the Commission shall cause to be

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segregated one hundred and fifty-seven thousand six hundred acres of land, including lands which have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April eighth, eighteen hundred and sixty-seven, such lands so to remain, subject to disposition according to such judgment as may be rendered in said cause; and said Commission shall thereupon proceed to the allotment of the remaining lands of the tribe as aforesaid. Said Commission shall, when final judgment is rendered, allot lands to such Delawares in conformity to the terms of the judgment and their individual rights thereunder. Nothing in this act shall in any manner impair the rights of either party to said contract as the same may be finally determined by the court, or shall interfere with the holdings of the Delewares under their contract with the Cherokees of April eighth, eighteen hundred and sixty-seven, until their rights under said contract are determined by the courts in their suit now pending against the Cherokees, and said suit shall be advanced on the dockets of said courts and determined at the earliest time practicable.

RESERVATIONS.

SEC. 24. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites by the provision of the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), the provisions of the act of Congress of May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), and by the provisions of this act.

(b) All lands to which, upon the date of the ratification of this act, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses only, connected with the maintenance and operation of the railroad.

(c) All lands selected for town cemeteries not to exceed twenty acres each.

(d) One acre of land for each Cherokee schoolhouse not included in town sites or herein otherwise provided for.

(e) Four acres for Willie Halsell College at Vinita.

(f) Four acres for Baptist Mission school at Tahlequah.

(g) Four acres for Presbyterian school at Tahlequah.

(h) Four acres for Park Hill Mission school south of Tahlequah.

(i) Four acres for Elm Springs Mission school at Barren Fork.

(j) Four acres for Dwight Mission school at Sallisaw.

(k) Four acres for Skiatook Mission near Skiatook.

(l) Four acres for Lutheran Mission school on Illinois River north of Tahlequah.

(m) Sufficient ground for burial purposes where neighborhood cemeteries are now located, not to exceed three acres each.

(n) One acre for each church house outside of towns.

(o) The square now occupied by the capitol building at Tahlequah.

(p) The grounds now occupied by the national jail at Tahlequah.

(q) The grounds now occupied by the Cherokee Advocate printing office at Tahlequah.

(r) Forty acres for the Cherokee Male Seminary near Tahlequah.

(s) Forty acres for the Cherokee Female Seminary at Tahlequah.

(t) One hundred and twenty acres for the Cherokee Orphan Asylum on Grand River.

(u) Forty acres for colored high school in Tahlequah district.

(v) Forty acres for the Cherokee Insane Asylum.

(w) Four acres for the school for blind, deaf, and dumb children near Fort Gibson.

The acre so reserved for any church or schoolhouse in any quarter section of land shall be located where practicable in a corner of such quarter section adjacent to the section lines thereof.

*Provided*, That the Methodist Episcopal Church South may, within twelve months after the ratification of this act, pay ten dollars per acre for the one hundred and sixty acres of land adjacent to the town of Vinita, and heretofore set apart by act of the Cherokee national council for the use of said church for missionary and educational purposes, and now occupied by Willie Halsell College (formerly Galloway College), and shall thereupon receive title thereto; but if said church fail so to do it may continue to occupy said one hundred and sixty acres of land as long as it uses same for the purposes aforesaid.

Any other school or college in the Cherokee Nation which claims to be entitled under the law to a greater number of acres than is set apart for said school or college by section twenty-four of this act may have the number of acres to which it is entitled by law. The trustees of such school or college shall, within sixty days after the rati-

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fication of this act, make application to the Secretary of the Interior for the number of acres to which such school or college claims to be entitled, and if the Secretary of the Interior shall find that such school or college is, under the laws and treaties of the Cherokee Nation in force prior to the ratification of this act, entitled to a greater number of acres of land than is provided for in this act, he shall so determine and his decision shall be final. The amount so found by the Secretary of the Interior shall be set apart for the use of such college or school as long as the same may be used for missionary and educational purposes: *Provided*, That the trustees of such school or college shall pay ten dollars per acre for the number of acres so found by the Secretary of the Interior and which have been heretofore set apart by act of the Cherokee national council for use of such school or college for missionary or educational purposes, and upon the payment of such sum within sixty days after the decision of the Secretary of the Interior said college or school may receive a title to such land.

ROLL OF CITIZENSHIP.

SEC. 25. The roll of citizens of the Cherokee Nation shall be made as of September first, nineteen hundred and two, and the names of all persons then living and entitled to enrollment on that date shall be placed on said roll by the Commission to the Five Civilized Tribes.

SEC. 26. The names of all persons living on the first day of September, nineteen hundred and two, entitled to be enrolled as provided in section twenty-five hereof, shall be placed upon the roll made by said Commission, and no child born thereafter to a citizen, and no white person who has intermarried with a Cherokee citizen since the sixteenth day of December, eighteen hundred and ninety-five, shall be entitled to enrollment or to participate in the distribution of the tribal property of the Cherokee Nation.

SEC. 27. Such rolls shall in all other respects be made in strict compliance with the provisions of section twenty-one of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), and the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one).

SEC. 28. No person whose name appears upon the roll made by the Dawes Commission as a citizen or freedman of any other tribe shall be enrolled as a citizen of the Cherokee Nation.

SEC. 29. For the purpose of expediting the enrollment of the Cherokee citizens and the allotment of lands as herein provided, the said Commission shall, from time to time, and as soon as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final roll of citizens of the Cherokee tribe upon which allotment of land and distribution of other tribal property shall be made. When there shall have been submitted to and approved by the Secretary of the Interior lists embracing the names of all those lawfully entitled to enrollment, the roll shall be deemed complete. The roll so prepared shall be made in quadruplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Cherokee Nation, and one to remain with the Commission to the Five Civilized Tribes.

SEC. 30. During the months of September and October, in the year nineteen hundred and two, the Commission to the Five Civilized Tribes may receive applications for enrollment of such infant children as may have been born to recognized and enrolled citizens of the Cherokee Nation on or before the first day of September, nineteen hundred and two, but the application of no person whomsoever for enrollment shall be received after the thirty-first day of October, nineteen hundred and two.

SEC. 31. No person whose name does not appear upon the roll prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Cherokee tribe, and those whose names appear thereon shall participate in the manner set forth in this act: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person, whose name is on said roll and who died prior to the first day of September, nineteen hundred and two. The right of such person to any interest in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before said date, and any person or persons who may conceal the death of anyone on said roll as aforesaid for the purpose of profiting by said concealment, and who shall knowingly receive any portion of any land or other tribal property or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded

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against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto a forfeiture to the Cherokee Nation of the lands, other tribal property, and proceeds so obtained.

SCHOOLS.

SEC. 32. The Cherokee school fund shall be used, under the direction of the Secretary of the Interior, for the education of children of Cherokee citizens, and the Cherokee schools shall be conducted under rules prescribed by him according to Cherokee laws, subject to such modifications as he may deem necessary to make the schools most effective and to produce the best possible results; said schools to be under the supervision of a supervisor appointed by the Secretary and a school board elected by the national council.

SEC. 33. All teachers shall be examined by said supervisor, and said school board and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed; but where all qualifications are equal, preference shall be given to citizens of the Cherokee Nation in such employment.

SEC. 34. All moneys for carrying on the schools shall be appropriated by the Cherokee national council, not to exceed the amount of the Cherokee school fund; but if the council fail or refuse to make the necessary appropriations, the Secretary of the Interior may direct the use of a sufficient amount of the school fund to pay all necessary expenses for the efficient conduct of the schools, strict account therefor to be rendered to him and the principal chief.

SEC. 35. All accounts for expenditures in carrying on the schools shall be examined and approved by said supervisor, and also by the general superintendent of Indian schools in the Indian Territory, before payment thereof is made.

SEC. 36. The interest arising from the Cherokee orphan fund shall be used, under the direction of the Secretary of the Interior, for maintaining the Cherokee Orphan Asylum for the benefit of the Cherokee orphan children.

ROADS.

SEC. 37. Public highways or roads two rods in width, being one rod on each side of the section line, may be established along all section lines without any compensation being paid therefor, and all allottees, purchasers, and others shall take the title to such lands subject to this provision; and public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues and to be paid by the Cherokee Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid for in the same manner.

TOWN SITES.

SEC. 38. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Dawes Commission under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

SEC. 39. Whenever any tract of land shall be set aside by the Secretary of the Interior for town-site purposes, as provided in said act of May thirty-first, nineteen hundred, or by the terms of this act, which is occupied at the time of such segregation by any member of the Cherokee Nation, such occupant shall be allowed to purchase any lot upon which he then has improvements other than fences, tillage, and temporary improvements, in accordance with the provisions of the act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), or, if he so elects, the lot will be sold under rules and regulations to be prescribed by the Secretary of the Interior, and he shall be fully compensated for his improvements thereon out of the funds of the tribe arising from the sale of the town sites, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriations for surveying, laying out, platting, and selling town sites.

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SEC. 40. All town sites which may hereafter be set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), with the additional acreage added thereto, as well as all town sites set aside under the provisions of this act having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in like manner, and with like preference rights accorded to owners of improvements as other town sites in the Cherokee Nation are surveyed, laid out, platted, appraised, and disposed of under the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), as modified or supplemented by the act of May thirty-first, nineteen hundred: *Provided*, That as to the town sites set aside as aforesaid, the owner of the improvements shall be required to pay the full appraised value of the lot instead of the percentage named in said act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five).

SEC. 41. Any person being in possession or having the right to the possession of any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and owning improvements thereon, other than temporary buildings, fencing, or tillage, shall have the right to purchase the same at one-fourth of the appraised value thereof.

SEC. 42. Any person being in possession of, or having the right to the possession of, any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress, approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and not having any improvements thereon, shall have the right to purchase the same at one-half of the appraised value thereof.

SEC. 43. Any citizen in rightful possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase same by paying one-half the appraised value thereof: *Provided*, That any other person in undisputed possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase such lot by paying the appraised value thereof.

SEC. 44. All lots not having thereon improvements other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after appraisement, under the direction of the Secretary of the Interior, after due advertisement, at public auction, to the highest bidder, at not less than their appraised value.

SEC. 45. When the appraisement of any town lot is made and approved, the town-site commission shall notify the claimant thereof of the amount of appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, and four months thereafter he shall pay fifteen per centum additional, and the remainder of the purchase money he shall pay in three equal annual installments without interest; but if the claimant of any such lot fail to purchase same or make the first and second payments aforesaid or make any other payment within the time specified, the lot and improvements shall be sold at public auction to the highest bidder, under the direction of the Secretary of the Interior, at a price not less than its appraised value.

SEC. 46. When any improved lot shall be sold at public auction because of the failure of the person owning improvements thereon to purchase same within the time allowed in said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), said improvements shall be appraised by a committee, one member of which shall be selected by the owner of the improvements and one member by the purchaser of said lot; and in case the said committee is not able to agree upon the value of said improvements, the committee may select a third member, and in that event the determination of the majority of the committee shall control. Said committee of appraisement shall be paid such compensation for their services by the two parties in interest, share and share alike, as may be agreed upon, and the amount of said appraisement shall be paid by the purchaser of the lot to the owner of the improvements in cash within thirty days after the decision of the committee of appraisement.

SEC. 47. The purchaser of any unimproved town lot sold at public auction shall pay twenty-five per centum of the purchase money at the time of the sale, and

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within four months thereafter he shall pay twenty-five per centum additional, and the remainder of the purchase money he shall pay in two equal annual installments without interest.

SEC. 48. Such towns in the Cherokee Nation as may have a population of less than two hundred people not otherwise provided for, and which, in the judgment of the Secretary of the Interior, should be set aside as town sites, shall have their limits defined as soon as practicable after the approval of this act in the same manner as provided for other town sites.

SEC. 49. The town authorities of any town site in said Cherokee Nation may select and locate, subject to the approval of the Secretary of the Interior, a cemetery within suitable distance from said town, to embrace such number of acres as may be deemed necessary for such purpose. The town-site commission shall appraise the same at its true value, and the town may purchase the same within one year from the approval of the survey by paying the appraised value. If any citizen have improvements thereon, said improvements shall be appraised by said town-site commission and paid for by the town: *Provided*, That lands already laid out by tribal authorities for cemeteries shall be included in the cemeteries herein provided for without cost to the towns, and the holdings of the burial lots therein now occupied for such purpose shall in no wise be disturbed: *And provided further*, That any park laid out and surveyed in any town shall be duly appraised at a fair valuation, and the inhabitants of said town shall, within one year after the approval of the survey and the appraisement of said park by the Secretary of the Interior, pay the appraised value to the proper officer for the benefit of the tribe.

SEC. 50. The United States shall pay all expenses incident to surveying, platting, and disposition of town lots, and all allotments of lands made under the provisions of this plan of allotment, except where the town authorities may have been or may be duly authorized to survey and plat their respective towns at the expense of such towns.

SEC. 51. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided.

SEC. 52. If the purchaser of any town lot fail to make payment of any sum when due, the same shall thereafter bear six per centum interest per annum until paid.

SEC. 53. All lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be conveyed gratuitously to the churches to which such improvements belong, and if such churches have inclosed other adjoining lots actually necessary for their use, they may purchase the same by paying the appraised value thereof.

SEC. 54. Whenever the chief executive of the Cherokee Nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioners appointed by the chief executive to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

SEC. 55. The purchaser of any town lot may at any time pay the full amount of the purchase money, and he shall thereupon receive title therefor.

SEC. 56. Any person may bid for and purchase any lot sold at public auction as herein provided.

SEC. 57. The United States may purchase in any town in the Cherokee Nation suitable lands for court-houses, jails, or other necessary public purposes for its use by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such lands are needed, and if any person have improvements thereon the same shall be appraised in like manner as other town property, and shall be paid for by the United States.

TITLES.

SEC. 58. The Secretary of the Interior shall furnish the principal chief with blank patents necessary for all conveyances herein provided for, and when any citizen receives his allotment of land, or when any allotment has been so ascertained and fixed that title should under the provisions of this act be conveyed, the principal chief shall thereupon proceed to execute and deliver to him a patent conveying all the right, title, and interest of the Cherokee Nation, and of all other citizens, in and to the lands embraced in his allotment certificate.

SEC. 59. All conveyances shall be approved by the Secretary of the Interior, which shall serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his patent.

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SEC. 60. Any allottee accepting such patent shall be deemed to assent to the allotment and conveyance of all lands of the tribe as provided in this act, and to relinquish all his right, title, and interest to the same, except in the proceeds of lands reserved from allotment.

SEC. 61. The acceptance of patents for minors and incompetents by persons authorized to select their allotments for them shall be deemed sufficient to bind such minors and incompetents as to the conveyance of all other lands of the tribe.

SEC. 62. All patents, when so executed and approved, shall be filed in the office of the Dawes Commission, and recorded in a book provided for the purpose, until such time as Congress shall make other suitable provision for record of land titles, without expense to the grantee, and such records shall have like effect as other public records.

MISCELLANEOUS.

SEC. 63. The tribal government of the Cherokee Nation shall not continue longer than March fourth, nineteen hundred and six.

SEC. 64. The collection of all revenues of whatsoever character belonging to the tribe shall be made by an officer appointed by the Secretary of the Interior, under rules and regulations to be prescribed by the said Secretary.

SEC. 65. All things necessary to carry into effect the provisions of this act, not otherwise herein specifically provided for, shall be done under the authority and direction of the Secretary of the Interior.

SEC. 66. All funds of the tribe, and all moneys accruing under the provisions of this act, shall be paid out under the direction of the Secretary of the Interior, and when required for per capita payments shall be paid directly to each individual by an appointed officer of the United States, under the direction of the Secretary of the Interior.

SEC. 67. The Secretary of the Interior shall cause to be paid all just indebtedness of said tribe existing at the date of the ratification of this act which may have lawfully been contracted, and warrants therefor regularly issued upon the several funds of the tribe, as also warrants drawn by authority of law hereafter and prior to the dissolution of the tribal government, such payments to be made from any funds in the United States Treasury belonging to said tribe, and all such indebtedness of the tribe shall be paid in full before any pro rata distribution of the funds of the tribe shall be made. The Secretary of the Interior shall make such payments at the earliest time practicable, and he shall make all needed rules and regulations to carry this provision into effect.

SEC. 68. Jurisdiction is hereby conferred upon the Court of Claims to examine, consider, and adjudicate, with a right of appeal to the Supreme Court of the United States by any party in interest feeling aggrieved at the decision of the Court of Claims, any claim which the Cherokee tribe, or any band thereof, arising under treaty stipulations, may have against the United States, upon which suit shall be instituted within two years after the approval of this act; and also to examine, consider, and adjudicate any claim which the United States may have against said tribe, or any band thereof. The institution, prosecution, or defense, as the case may be, on the part of the tribe or any band, of any such suit, shall be through attorneys employed and to be compensated in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes of the United States, the tribe acting through its principal chief in the employment of such attorneys, and the band acting through a committee recognized by the Secretary of the Interior. The Court of Claims shall have full authority, by proper orders and process, to make parties to any such suit all persons whose presence in the litigation it may deem necessary or proper to the final determination of the matter in controversy, and any such suit shall, on motion of either party, be advanced on the docket of either of said courts and be determined at the earliest practicable time.

SEC. 69. After the expiration of nine months after the date of the original selection of an allotment by or for any citizen of the Cherokee tribe as provided in this act, no contest shall be instituted against such selection, and as early thereafter as practicable patent shall issue therefor.

SEC. 70. Allotments may be selected and homesteads designated for minors by the father or mother, if citizens, or by a guardian, or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons, and soldiers and sailors of the United States on duty outside of the Indian Territory, by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable persons akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

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SEC. 71. Any allottee taking as his allotment lands located around the Cherokee National Male Seminary, the Cherokee National Female Seminary, or Cherokee Orphan Asylum which have not been reserved from allotment as herein provided, and upon which buildings, fences, or other property of the Cherokee Nation are located, such buildings, fences, or other property shall be appraised at the true value thereof and be paid for by the allottee taking such lands as his allotment, and the money to be paid into the Treasury of the United States to the credit of the Cherokee Nation.

SEC. 72. Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Cherokee Nation and grazed on lands not selected as allotments by citizens the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

SEC. 73. The provisions of section thirteen of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall not apply to or in any manner affect the lands or other property of said tribe, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation except sections fourteen and twenty-seven of said last-mentioned act, which shall continue in force as if this agreement had not been made.

SEC. 74. This act shall not take effect or be of any validity until ratified by a majority of the whole number of votes cast by the legal voters of the Cherokee Nation in the manner following:

SEC. 75. The principal chief shall, within ten days after the passage of this act by Congress, make public proclamation that the same shall be voted upon at a special election to be held for that purpose within thirty days thereafter, on a certain date therein named, and he shall appoint such officers and make such other provisions as may be necessary for holding such election. The votes cast at such election shall be forthwith duly certified as required by Cherokee law, and the votes shall be counted by the Cherokee national council, if then in session, and if not in session the principal chief shall convene an extraordinary session for the purpose, in the presence of a member of the Commission to the Five Civilized Tribes, and said member and the principal chief shall jointly make certificate thereof and proclamation of the result and transmit the same to the President of the United States.

Approved, July 1, 1902.

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# APPENDIX NO. 2.

**AN ACT To provide for the appointment of town-site commissioners and the location of a town in the Seminole Nation.**

*Be it enacted by the general council of the Seminole Nation:* SECTION 1. That A. J. Brown, Thomas McGeisey, Thomas Factor, W. L. Joseph, and Dorsey Fife be, and are hereby, appointed as town-site commissioners for the Seminole Nation, and their term of office shall continue for four years and until their successors are appointed by the general council and qualified.

The said commissioners shall each execute a bond in the sum of five thousand dollars, to be approved by the general council, for the faithful performance of their duty, and they, or either of them, may be impeached and removed from office, and fined or otherwise punished by the general council, for malfeasance or improper conduct while in office.

Before entering upon their duties the said commissioners shall elect one of their number as president and one as secretary. They shall keep a record of all their doings and transactions and make a report of the same to the general council once in each year.

SEC. 2. That said commission shall select a suitable tract or tracts of land in the Seminole Nation, not exceeding six hundred and forty acres, for a town, to be known and designated as Wewoka. And when selected the said commissioners shall cause the same to be surveyed and divided into lots, blocks, streets, and alleys of suitable width and size for residence and building purposes, and have the same numbered and platted according to the usual plan adopted by the United States for laying out and establishing town sites.

There shall also be set apart one block for public buildings and two additional blocks or squares, properly located, for public parks.

SEC. 3. Should any or all of the lands selected by said commission for purposes herein mentioned be owned, occupied, or claimed by any member of the Seminole Nation for business, agricultural, or grazing purposes, or as a home, or for any other legitimate purpose, then and in that event the said commission shall, before entering upon such land for the purpose of using them as a town site, make and enter into a contract or agreement with such person or persons for the relinquishment of their right and title to the same, and in consideration thereof the said commissioners shall have the right, and they are hereby empowered, to grant and relinquish to such person or persons owning, occupying, or claiming said lands an interest in said town equivalent to one-fourth the entire number of acres which they may own, occupy, or claim: *Provided*, That such person or persons shall have the right and privilege of selecting in said town the said one-fourth interest, subject to the approval of the said commission, which selection shall include any buildings that may at the time belong to such person or persons.

SEC. 4. That a description of the tracts of land which may be selected by said commissioners for the purpose aforesaid, according to the United States survey of the same, shall be reported to the national council, with a plat of the town, showing the survey of the same into lots, blocks, streets, and alleys, and also the blocks or squares for parks and public buildings, whereupon the president and secretary of the said national council, with the approval of the principal chief of the Seminole Nation, shall convey the tracts of land so selected and reported in trust to the said commissioners, who shall have the general management of the said town.

The said commission shall have power to sell or lease the said town lots upon such terms and conditions and for such considerations as they may deem proper, and to execute leases as in their judgment may be for the best interests of the said town, the Seminole Nation, and people: *Provided*, That no sale shall be made to noncitizens, whether Indians by blood or otherwise, until the tribal organization as such shall cease to exist: *And provided*, That no transfer of the title of lots shall be made to any person or persons, except upon the condition that a building or buildings, or other valuable improvements, shall be erected thereon within six months from date of lease or purchase of such lot or lots: *Provided*, That said commissioners may in their discretion, for good cause shown, extend the time for the completion of such building, buildings, or improvements.



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SEC. 5. That said commission shall keep a record of all lots and blocks sold, leased, or otherwise disposed of by them, and they shall pay over to the treasurer of the Seminole Nation once every six months the net proceeds of sales of the aforesaid three-fourths interest in said town: *Provided*, That the aforesaid one-fourth interest belonging to person or persons who may be entitled to the same as aforesaid shall be conveyed to such person or persons aforesaid, and said person or persons shall have the exclusive management and control of the same, and may lease, sell, or convey the same upon the terms and conditions as hereinbefore provided for the disposition of other lots and blocks. The said commissioners shall be allowed pay for their services in the management of the town, and on sales of lots five per centum of all moneys that may be received on account of such sales or leases.

SEC. 6. That said commissioners are hereby authorized to appoint a city marshal for the said town of Wewoka, who shall have the power to arrest all offenders and disturbers of the peace and protect the lives and property of the people. The said marshal shall execute a bond in such sum as said commission may prescribe for the faithful performance of his duty, and he may be removed from office by said commission for good and sufficient cause. The said commission shall also have the right to appoint a city attorney and police judge for such time and upon such terms and conditions as they may prescribe. They shall also have the power, when the population of said town is two hundred or more, to organize a city government for the said town and provide for the election of a mayor and city council in such manner and upon such terms and conditions as they may prescribe, and they shall fix the salaries or designate the fees to be paid to each of the city officers, subject to the approval of the national council. The said commission shall have the right to levy and collect taxes in said town for the purpose of maintaining a city government and making such improvements as they may deem necessary: *Provided*, That no taxes shall be levied or collected on the lots in said town during the existence of the Indian government.

SEC. 7. That the town of Wewoka shall, and is hereby, declared to be the capital and seat of government of the Seminole Nation, and shall remain as such so long as the present tribal organization exists.

SEC. 8. This act shall take effect and be in force from and after its passage.

I hereby certify that the foregoing act was duly considered and passed by the general council of the Seminole Nation at Wewoka, I. T., on this 23d day of April, 1897.

NUTHCUP HARJO,
*President of the Council.*

Attest:
T. S. MCGEISEY,
*Secretary.*

Approved April 23, 1897.

JOHN F. BROWN,
*Principal Chief.*



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# APPENDIX NO. 3.

## Rules of Practice Governing Land Contests, Approved by the Secretary of the Interior July 18, 1899.

### INITIATION OF THE CONTEST.

Rule 1. Contests must be initiated by an adverse claimant against a party to any application or filing under the laws of Congress relating to the lands of the Five Civilized Tribes, for any sufficient cause, affecting the right of possession of the land in controversy, by applying for the same land.

Rule 2. Contests must be initiated within ninety days from the date of the original application for the tract of land in controversy.

### PLEADINGS.

Rule 3. The only pleadings allowed are:

First. The complaint.

Second. The answer or demurrer.

### COMPLAINT.

Rule 4. In every case of application for contest a complaint must be filed by the contestant with the Commission to the Five Civilized Tribes and at the land office in the nation in which the land lies.

Rule 5. The complaint must conform to the following requirements:

(*a*) It must be written or partly written and partly printed.

(*b*) It must describe the land involved.

(*c*) It must state the land office where and the date when such application was made.

(*d*) It must give the name of the contestee and the party for whom the contestee made the application.

(*e*) It must give the name of the contestant, and briefly and plainly state the grounds and purposes of the contest and the names of the persons for whom the contest is instituted.

(*f*) It may contain any other information pertinent to the contest.

(*g*) It must be duly verified.

### ANSWER.

Rule 6. The answer or demurrer may be filed on or before the date set for hearing and shall conform to the following requirements:

(*a*) It shall contain a denial of each allegation of the contestant controverted by the contestee.

(*b*) It shall contain a statement of any new matter constituting a defense, in ordinary and concise language without repetition.

(*c*) It must be written or partly written and partly printed.

(*d*) It must describe the land involved.

(*e*) It must state the land office where and the date when such application was made.

(*f*) It must give the name of the contestant and the name of the persons for whom the contest was instituted.

(*g*) It must give the name of the contestee and the party for whom the contestee made the application.

(*h*) It may contain any other information pertinent to the contest.

(*i*) It must be verified.

### NOTICE.

Rule 7. At least twenty days' notice shall be given of all hearings before the Commission, unless by written consent an earlier day shall be agreed upon.

Rule 8. Summons and notice of contest of hearing must be made upon the blanks prepared and supplied by the Commission.



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SERVICE.

RULE 9. Personal service shall be made in all cases where the party to be served is a resident of Indian Territory, except as provided in rule 13, and shall consist of the delivery of a copy of the notice and summons to each of the contestees.

RULE 10. When the contest is against the heirs of a deceased applicant, the service shall be upon the executor or administrator of the estate.

RULE 11. If the person to be personally served is an infant under 16 years of age or a person of unsound mind, service shall be made by delivering a copy to the guardian of such infant or person of unsound mind, if there be one; if there be none, then by delivering a copy to the person having the infant or person of unsound mind in charge, and also to the person who made the application for such person.

RULE 12. Personal service may be executed by any officer of the United States on any person.

RULE 13. Notice may be given by publication only when it is shown by affidavit of the contestant, and by such other evidence as the Commission may require, that due diligence has been used and that personal service can not be made. The contestant will be required to show what effort has been made to obtain personal service.

RULE 14. Service by publication shall be made by advertising at least once a week for two successive weeks in some newspaper published in the nation where the land in contest lies; and if no newspaper be published in such nation, then in the newspaper published nearest to such land.

RULE 15. The first insertion shall be at least twenty days prior to the day fixed for the hearing.

RULE 16. Where service is by publication, a copy of the notice shall be mailed by registered letter to the last known address of each person to be notified twenty days before date of hearing, and a like copy shall be posted in the land office and in a conspicuous place on the land at least two weeks prior to the day set for hearing.

RULE 17. Proof of personal service shall be the written acknowledgment of the person served or the affidavit of the person who served the notice attached thereto, stating the time, place, and manner of service.

RULE 18. When service is by publication, the proof of service shall be a copy of the advertisement with the affidavit of the publisher attached thereto, showing that the same was successively inserted the required number of times and the date thereof, and the affidavit of the person mailing the notice attached to the post-office receipt for the registered letter.

TRIALS.

RULE 19. Upon the trial of a contest the Commission will in all cases, when deemed necessary, personally direct the examination of witnesses, in order to draw from them all the facts within their knowledge requisite to a correct conclusion of any point connected with the case.

RULE 20. Due opportunity will be allowed opposing claimants and their counsel to confront and cross-examine the witnesses introduced by either party.

RULE 21. A record will be kept of all proceedings at all the hearings and trials and of all the evidence adduced thereat.

DISMISSALS.

RULE 22. In cases dismissed for want of prosecution the Commission will, by registered letter, notify the parties in interest of such action.

RULE 23. Contests may be dismissed at any time by stipulation approved by the Commission.

DEFAULTS.

RULE 24. Contestant will be given a default against contestee upon failure of the latter to appear and defend on the return day, after due service is shown to have been made, notice to be given to the defendant of said action by registered letter.

CONTINUANCE.

RULE 25. A postponement of a hearing to a day to be fixed by the Commission may be allowed on account of the absence of material witnesses when the party asking for the continuance makes an affidavit before the Commission showing—

(*a*) That one or more of the witnesses in his behalf is absent without his procurement or consent.

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(*b*) The name and residence of such witness thus absent.
(*c*) The facts to which they would testify if present.
(*d*) The materiality of the evidence.
(*e*) The exercise of proper diligence to secure the attendance of absent witnesses.
(*f*) That affiant believes said witnesses can be had at the time to which it is sought to have the trial postponed.

RULE 26. One continuance only shall be allowed to either party on account of absent witnesses.

RULE 27. No continuance shall be granted when the opposite party shall admit that the witness would, if present, testify to the statements set out in the application for a continuance.

REHEARINGS.

RULE 28. Motions for reinstatement, after dismissal as provided in rules 22 and 24, and for rehearing and review, must be filed within ten days from notice of decision and be served upon the opposite party; and orders for rehearings must be brought to the notice of the parties in the same manner as in original proceedings.

APPEALS.

RULE 29. Appeals from the final action or decision of the Commission lie, in every case, to the Commissioner of Indian Affairs, and from his decision to the Secretary of the Interior, and ten days will be allowed for appeal and argument from date of the receipt of notice of the decision in case of personal notice and twenty days in case of service by registered letter. All appeals must be served upon the opposite party within the time allowed for appeal, and appellee shall have ten days for replying to appeal and to serve the same. When an appeal is considered defective the party will be notified of the defect, and if not amended within ten days from notice the appeal may be dismissed by the officer to whom the appeal is taken. All notices will be served upon the attorney of record.

ATTORNEYS.

RULE 30. Any attorney at law who desires to represent claimants or contestants before the Commission to the Five Civilized Tribes must file a certificate under the seal of a United States, State, or Territorial court of the judicial district in which he resides or the local land office is situated that he is an attorney in good standing.

All attorneys practicing before the Department of the Interior must comply with the regulations of the Department. (See p. 26, Rules of Practice, in cases before United States district land offices.)

WITNESSES.

RULE 31. All costs incident to the attendance of witnesses in proceedings instituted before the land office or the Commission to the Five Civilized Tribes shall be paid by the respective parties to the contest by whose request they have been summoned.

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# APPENDIX NO. 4.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
*Muskogee, Ind. T., March 30, 1901.*

The following regulations governing the recognition of agents and attorneys before the Commission to the Five Civilized Tribes, and land offices established by said Commission, approved by the Secretary of the Interior March 26, 1901, are promulgated for the information and guidance of all concerned.

By order of the Commission:

TAMS BIXBY, *Acting Chairman.*

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REGULATIONS GOVERNING THE RECOGNITION OF AGENTS AND ATTORNEYS BEFORE THE COMMISSION TO THE FIVE CIVILIZED TRIBES, AND LAND OFFICES ESTABLISHED BY SAID COMMISSION.

1. Any attorney at law who desires to represent claimants before the Commission to the Five Civilized Tribes, or any land office established by said Commission, shall file a certificate of the clerk of the United States, State, or Territorial court, the territorial jurisdiction of which includes such attorney's place of residence, duly authenticated under the seal of the court, that he is an attorney in good standing.

2. Any person (not an attorney at law) who desires to appear as agent for claimants before the Commission to the Five Civilized Tribes, or before any land office established by the Commission, must file a certificate from a judge of the United States, State, or Territorial court, the territorial jurisdiction of which includes such person's place of residence, duly authenticated under the seal of the court, that such person is of good moral character and in good repute, possessed of the necessary qualifications to enable him to render claimants valuable service, and otherwise competent to advise and assist them in the presentation of their claims.

3. The Commission may demand additional proof of qualifications of attorneys and agents, and may decline to recognize any attorney or agent applying to represent claimants when the interests of claimants or of the public will be thereby subserved.

4. The oath of allegiance required by section 3478 of the United States Revised Statutes must also be filed.

5. In case of a firm, the names of the individuals composing the firm must be given, and a certificate and oath as to each member of the firm will be required.

6. An applicant for admission to practice under the above regulations must address a letter to the Commission inclosing the certificate and oath above required, in which letter his full name and post-office address must be given. He must state whether or not he has ever been recognized as attorney or agent before the Interior Department or any bureau thereof, and if so, whether he has ever been suspended or disbarred from practice.

7. Whenever an attorney or agent is charged with improper practices in connection with any matter before said Commission, or any land office established by said Commission, the Commission will investigate the charge, giving the attorney or agent due notice, together with a statement of the charge against him, and allow him an opportunity to be heard in the premises. When the investigation shall have been concluded, all the papers will be forwarded to the Secretary of the Interior, with a statement of the facts and such recommendation as to disbarment from practice as the Commission may deem proper, for the consideration of the Secretary of the Interior. During the investigation the attorney or agent may be suspended from practice by the Commission if the charges are grave and the probability of their truth is great.



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8. If any attorney or agent in good standing before the Commission shall knowingly employ as subagent a person not authorized to practice before the Commission, it will be sufficient reason for the disbarment of the former.

9. It will also be sufficient cause for disbarment that any attorney is incompetent, disreputable, or that he refuses to comply with the rules and regulations of the Commission, or that he, with intent to defraud, in any manner deceives, misleads, or threatens any claimant by word, circular, letter, or advertisement.

10. These rules shall be applicable to attorneys or agents employed or seeking employment by individuals, a tribe, or any body of Indians or freedmen.

11. Rule 30 of the Rules of Practice prescribed by the Commission and approved by the Secretary of the Interior July 18, 1899, is hereby rescinded.

Approved:

E. A. HITCHCOCK, *Secretary*.

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# APPENDIX NO. 5.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
*Muskogee, Ind. T., November 4, 1901.*

The following rules and regulations governing the procedure in the taking and submission of depositions in support of applications for identification as Mississippi Choctaws have, on this date, been adopted by the Commission, and are promulgated for the information and guidance of all concerned.

THE COMMISSION TO THE FIVE CIVILIZED TRIBES,
TAMS BIXBY, *Acting Chairman.*

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RULES AND REGULATIONS GOVERNING THE PROCEDURE IN THE TAKING AND SUBMISSION OF DEPOSITIONS IN SUPPORT OF APPLICATIONS FOR IDENTIFICATION AS MISSISSIPPI CHOCTAWS.

RULE 1. Testimony may be taken by deposition in the following cases:

(*a*) Where the witness is unable, from age, infirmity, or sickness, to personally appear before the Commission to the Five Civilized Tribes.

(*b*) Where the witness is a nonresident of the Indian Territory or of the State of Mississippi.

(*c*) Where from any sufficient cause it is apprehended that the witness may be unable to be present in person, in which case the deposition will be used only in the event that the personal attendance of the witness can not be obtained.

RULE 2. The party desiring to take a deposition under Rule 1 must comply with the following regulations:

(*a*) He must have made a personal application to the Commission to the Five Civilized Tribes for identification as a Mississippi Choctaw.

(*b*) He must file with said Commission his affidavit setting forth one or more of the above-named causes for taking such deposition; that the testimony of the witness is material to his claim, and specify the evidence sought to be adduced in the taking of such deposition.

(*c*) He must file with said Commission the interrogatories to be propounded to the witness.

(*d*) He must state the full name and residence of the witness.

(*e*) He must serve a copy of the interrogatories on the opposing party, or on his attorney of record.

RULE 3. The opposing party will be allowed fifteen days after the filing of the interrogatories in which to file cross-interrogatories.

RULE 4. If cross-interrogatories are not filed by the opposing party within the fifteen days allowed by Rule 3, the Commission to the Five Civilized Tribes will file cross-interrogatories in the cause, and the said Commission may, in any event, file such additional interrogatories or cross-interrogatories as may seem proper.

RULE 5. After the expiration of the fifteen days allowed for filing cross-interrogatories, a commission to take the deposition shall be issued by the Commission to the Five Civilized Tribes, which commission shall be accompanied by a copy of all the interrogatories filed.

RULE 6. The Commission to the Five Civilized Tribes may designate any officer authorized to administer oaths within the county or district wherein the witness resides, to take such deposition.

RULE 7. It is the duty of the officer before whom the deposition is taken to cause the interrogatories appended to the commission to be written out and the answers thereto to be inserted immediately underneath the respective questions, and the whole, when completed, is to be read over to the witness, and must be by him subscribed and sworn to in the usual manner, before the witness is discharged.



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RULE 8. The officer must attach his certificate to the deposition, stating that the same was subscribed and sworn to by the deponent at the time and place therein mentioned.

RULE 9. The deposition and certificate, together with the commission and interrogatories, must then be sealed up, the title of the cause indorsed on the envelope, and the whole returned by registered mail or express to the Commission to the Five Civilized Tribes, Muskogee, Ind. T.

RULE 10. Upon receipt of the deposition at the office of the Commission to the Five Civilized Tribes, the date when the same is opened must be indorsed on the envelope and body of the deposition by said Commission.

RULE 11. If the officer designated to take the deposition has no official seal, a proper certificate of his official character, under seal, must accompany his return.

RULE 12. Service on the Choctaw and Chickasaw nations shall be had by serving the attorneys for said nations.

RULE 13. Proof of personal service shall be made, where service is required, by the written acknowledgment of the party served, or by the affidavit of the party making such service.

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# APPENDIX NO. 6.

In the United States court for the northern district of the Indian Territory, sitting at Muskogee.

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|---|---|
| T. M. Buffington, L. B. Bell, W. W. Hastings, James S. Davenport, recognized as bona fide citizens of the Cherokee Nation, who sue on behalf of themselves, and all other recognized citizens of the Cherokee Nation, plaintiffs,<br>*vs.*<br>Henry L. Dawes, Tams Bixby, Thomas B. Needles, Clifton C. Breckinridge, members of the United States Commission to the Five Civilized Tribes, defendants. | No. 4424. |

Complaint in Equity.

OPINION OF THE COURT.

This action is brought for the purpose of restraining the Dawes Commission and its members from receiving, considering, and making a record of applications of certain persons claiming to be entitled to enrollment as Cherokee freedmen, and alleging that said Commission is proceeding in violation of law to receive, consider, and make a record of the applications of persons not contemplated by the decree of the Court of Claims known as the "Whitmire decree," made and entered by the Court of Claims on the 3d day of February, 1896. The plaintiffs allege that as to certain persons named therein that such persons are not citizens of the Cherokee Nation, nor entitled to be enrolled as such, nor entitled to share in any way the allotment of the lands of the Cherokee Nation, and that such Commission, contrary to said decree and contrary to law and without being governed by the roll known as the "Wallace roll of 1880," were passing upon the applications of persons in no wise contemplated by said decree, or appearing upon said roll originally, or as the descendants of persons upon said roll, and that said Commission were proceeding to receive, consider, and make a record of applications of persons being intermarried citizens of Cherokee freedmen, who were never, in any way, by law or otherwise, recognized as Cherokee freedmen or citizens. That the said Commission is without jurisdiction and authority to hear and determine such applications, and that such actions on the part of said Commission were and are wholly without warrant of law, and that such Commission, without warrant of law and without jurisdiction or authority, proposes to continue to receive, consider, and make a record of applications of persons not on said roll of 1880, and persons intermarried with Cherokee freedmen, and that great and irreparable injury will thereby result to the complainants and to all members of the Cherokee tribe of Indians in this, that such unauthorized persons would be permitted to share equally with the citizens of said nation in the allotment of the lands of said nation, and in the distribution of the moneys and other property of the said nation, and that the orators are wholly without remedy at law, and that a great wrong and irreparable injury will result to the orators and to all members of the Cherokee tribe of Indians in the diminution of the prospective allotment of lands and of the respective shares of the moneys and other property of such tribe of Indians, and praying that an injunction be granted restraining and enjoining said Commission in the matter of hearing and determining applications made by persons, except in strict compliance with the said decree of the Court of Claims of the United States, and for a provisional injunction restraining and enjoining such acts of said Commission, and other and further relief, and praying further that the names of free colored persons not entitled to citizenship in the Cherokee Nation, which have been enrolled by respondents as such citizens be stricken from the rolls of citizenship of said nation.

In this complaint the respondents have appeared and first move to strike the Cherokee Nation as a party plaintiff; and such motion is by the court allowed and



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sustained, and the Cherokee Nation is ordered stricken from this action as an original party plaintiff; to which action of the court said nation and the plaintiffs except.

And thereupon the defendants file their motion to require the plaintiffs to separately number and state the causes of action in said complaint, which motion of the defendants is disallowed and refused and overruled; to which action of the court the defendants except.

And thereupon comes on to be heard the demurrer of defendant in the action, in that, to wit, the said defendants are not the real parties in interest, and that the said real parties in interest are the Cherokee freedmen referred to in said complaint, which demurrer is overruled by the court for the reason that if these individuals claiming rights of citizenship in the Cherokee Nation have special interests likely to be interfered with in this action, and desire to intervene and appear specially to protect their supposed rights, that they would make application to the court therefor, it appearing from the complaint that they are a very numerous body, and the complaint in no wise directly attacks their interests; and it is unnecessary for the purpose of this action to determine their rights, as the determination of such matter is by statute vested in the Secretary of the Interior; to which ruling of the court the defendants excepted.

And said cause being at the same time submitted to said court on a further and different demurrer to the complaint upon the part of the defendants, is argued by counsel and considered by the court, and as to the first ground said demurrer is overruled, the court being of the opinion that the plaintiffs, as citizens of the tribe, have such special and personal interest in the subject-matter of the action as to have full legal capacity to sue and restrain illegal actions on the part of said Dawes Commission.

The second ground of demurrer is, that this court has no jurisdiction of the subject-matter set forth in said complaint. The allegations of the complaint show that the Dawes Commission is charged to be a statutory body, having certain statutory duties imposed upon it, and further alleges that said Commission, in violation of law, is proceeding to do certain things which affect each individual member of the Cherokee Nation by lessening the interest of each individual member of the nation in the property of the nation, real and personal. It is certainly true that this court is without jurisdiction to enjoin any of the Executive Departments of the United States where said departments have reposed in them certain duties to perform, and except where the said Dawes Commission or the persons composing it are acting in direct violation of the statutory duties and transcending the powers conferred upon it and them by statute, this court would have no jurisdiction whatever to interfere with the act or acts of such Commission or its members. But, if the members of said Commission are proceeding in violation of law and the statutory duties imposed, and in the manner alleged in the complaint, or without authority of law and contrary to law, to "receive, consider, and make record of applications of persons for enrollment as members of any tribe in the Indian Territory who have not been recognized citizens thereof and duly and lawfully enrolled or admitted as such," then such act or acts are so diametrically in opposition to the act of May 31, 1900, that this court has jurisdiction to restrain said Commission and its members from such violation of law; and the allegations of the complaint state in plain, unvarnished terms that said Commission is now proceeding to make a roll of the citizens of the Cherokee Nation for the purpose of ascertaining who are entitled to share in the allotment of the lands of said nation, and that in proceeding to make such roll they are receiving, considering, and making a record of intermarried freedmen and other persons who do not appear upon any roll of citizens of said nation, or upon the authenticated roll of 1880, or in compliance with the decree of the Court of Claims and the act of May 31, 1900.

That on the 31st day of May, 1900, Congress passed an act making an appropriation for the Indian Department, which contained the following provision:

> That said Commission shall continue to exercise all authority heretofore conferred on it by law. But it shall not receive, consider, or make any record of any application of any person for enrollment as a member of any tribe in Indian Territory who has not been a recognized citizen thereof, and duly and lawfully enrolled or admitted as such, and its refusal of such applications shall be final when approved by the Secretary of the Interior.

It seems from a study of the foregoing statute that the Dawes Commission and its members can only make a record of such citizens of the Cherokee Nation and such Cherokee freedmen as have been at some time on one of the rolls of the Cherokee Nation, approved by the Secretary of the Interior, together with their descendants, or such as are recognized citizens, and if an applicant does not appear upon some such roll, which is the matter to be considered and determined by said Commission, then such applicant is to be refused place upon such record, and the refusal becomes final by action of the Secretary of the Interior.

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The demurrer of the defendants, for the purpose of this decision, admits the allegations charged in the complaint. Whether these allegations be true or not the court is unable to say, but if they be true, then said Commission is proceeding to act in plain violation of the law, and said complaint states facts sufficient to constitute a cause of action, and this court has jurisdiction to restrain the alleged illegal acts of said Dawes Commission and its members, and to require it and them to come in and make answer and show to the court the truth as to whether or not they are proceeding in accordance with the prescriptions of the law; and the court is of the opinion that said demurrer of the defendants should be overruled, and that a temporary restraining order should issue to said Dawes Commission and its members, restraining it and them from proceeding otherwise than as the law directs in the reception, consideration, and making a record of the applications of persons for enrollment of the Cherokee tribe of Indians who have not been recognized as citizens of said nation and duly and lawfully enrolled or admitted as such; to which ruling of the court the defendants excepted.

And said cause on said day coming on for hearing on the petition of the Cherokee Nation to be made a party herein, and the court being of the opinion that the interests and rights of the Cherokee Nation itself are involved in the final determination of this action, does order and require that the said nation shall intervene as a party in this action, and that summons issue against said nation as required by law to that end; to which ruling and order of the court the defendants except.

(Endorsed:) 4424. Filed in open court Oct. 26, 1901. Chas. A. Davidson, clerk, P. M. Ford, dep'y.

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# APPENDIX NO. 7.

ACTING CHAIRMAN OF THE COMMISSION TO THE FIVE CIVILIZED TRIBES.

SIR: The act of Congress approved June 28, 1898 (30 Stat. L., 495), in prescribing the duties of your Commission in the matter of making rolls of citizenship of the several tribes, among other things said:

> It shall make a roll of Cherokee freedmen, in strict compliance with the decree of the Court of Claims rendered the 3d day of February, 1896.

This direction is plain and explicit. The decree referred to was rendered in the case of Whitmire, trustee, *v.* Cherokee Nation et al. Some question has arisen as to what constitutes a strict compliance with the terms of that decree.

The Cherokee national council, by acts of April 26, 1886, November 25, 1890, and May 3, 1894, had restricted the distribution of funds derived from the public domain of the nation and from sales of lands to the United States to citizens of the nation by blood, excluding the freedmen from any share therein, and the Court of Claims was authorized to determine as to the right of the freedmen to share in the distribution of such funds. The court rendered a decree in 1895 (30 C. Cls., 180), finding that the freedmen were entitled to participate in the Cherokee national funds and common property in the same manner and to the same extent as Cherokee citizens of Cherokee blood. It was further decreed that the roll of such freedmen known as the "Wallace roll" should be taken as showing the true number of such freedmen, and the Secretary of the Interior was directed as follows:

> To cause the Wallace roll aforesaid to be further corrected by adding thereto descendants born since March 3, 1883, and prior to May 3, 1894, striking therefrom the names of those who have died or have ceased to be citizens of the Cherokee Nation between the aforesaid dates, so that when thus amended and changed it shall represent the number of freedmen, free colored persons, and their descendants aforesaid entitled to participation in the distribution of the fund now awarded to the complainant.

This decree was not satisfactory to either party, the adoption of the Wallace roll being especially objected to by the Cherokee Nation. In order, however, to avoid an appeal and further litigation, the parties agreed to certain modifications, and the court approving that course, the decree of February 3, 1896, was entered as the final decree in the case.

The finding of the court as to the rights of the complainants is as follows:

> And it appearing to the court that under the provisions of article 9 of the treaty of July 19, 1866 made by and between the Cherokee Nation and the United States, the said freedmen, who had been liberated by voluntary act of their former owners or by law, and all free colored persons who resided in the Cherokee country at the commencement of the rebellion and were residents therein at the date of said treaty, or who had returned thereto within six months of said last-mentioned date, and their descendants, were admitted into and became a part of the Cherokee Nation and entitled to equal rights and immunities and to participate in the Cherokee national funds and common property in the same manner and to the same extent as Cheroke citizens of Cherokee blood.

Upon this and the other findings the acts of the Cherokee national council excluding the "aforesaid freedmen and free colored persons and their descendants" from participation in the distribution of the national funds were declared void and the Cherokee Nation and the United States, as trustee of the Cherokee Nation, were enjoined and prohibited in thereafter making distributions of the proceeds of the public domain or common property of the nation "from making any discrimination between the Cherokee citizens of Cherokee blood or parentage and Cherokee citizens who are or were freedmen who had been liberated by voluntary act of their former owners or by law, as well as all free colored persons who were in the Cherokee country at the commencement of the rebellion and were residents therein at the date of said treaty, or who returned thereto within six months thereafter, and their descendants, to the prejudice of the latter."

It was declared that "the freedmen and their descendants and free colored persons" should include only such persons of said classes as had not forfeited or abjured their citizenship of said Cherokee Nation at the date of said decree.



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The most important part of said decree for the purpose of the present inquiry is found in a paragraph prescribing the method of ascertaining and determining who are the individual freedmen of the Cherokee Nation, which paragraph is as follows:

And it is further ordered and adjudged that, for the purpose of ascertaining and determining who are the individual freedmen of the Cherokee Nation now entitled to share in the distribution of the said sum of $903,365, the Secretary of the Interior be authorized to appoint three commissioners, one on the nomination of the complainant and one on the nomination of the defendant, the Cherokee Nation, but both nominations to be approved by him, to proceed to the Cherokee country and hear the testimony both for and against the identity of all freedmen, free colored persons, and their descendants, claiming to be entitled to share in the distribution of said $903,365, that may be offered by the respective parties to this suit; and that each of said parties shall be entitled to be represented before said commissioners, either at the taking of testimony in the Cherokee country or elsewhere; and that the said commissioners, in ascertaining the identity of the freedmen entitled to share under this decree, shall accept what is known as the authenticated Cherokee roll, the same now being on file in the office of the Secretary of the Interior, having been furnished to him and purporting to have been taken by the Cherokee Nation in 1880 for the purpose of showing the number of freedmen then entitled to citizenship in the said nation under the terms of the treaty between the United States and the Cherokee Nation hereinbefore referred to, and their descendants; and the said commissioners shall ascertain who of said persons named on said roll were alive, and what descendants of said persons were alive on May 3, 1894, and no evidence shall be accepted by said commission tending to disprove the citizenship of any of the persons whose names appear upon said roll.

A roll was made under this decree, known as the "Clifton roll," which was approved by this Department in 1897. It has been claimed that said roll contains many names not properly belonging thereon, but whether this fact influenced Congress to disregard that roll and direct that a new roll be made in strict compliance with said decree is immaterial, for the fact remains that the decree alone is to be taken as a guide for making the roll which your Commission is to prepare.

The roll of 1880, made by the Cherokee Nation, is to be accepted by you as conclusive of the right of all persons whose names are found thereon and of their descendants to be enrolled by you. Your only duty in relation thereto is to ascertain who of the persons named therein are alive and who of their descendants are alive and place their names on your roll, omitting, however, all who have forfeited or abjured their citizenship.

In the former decree the Wallace roll, after being corrected by adding the names of descendants and striking off the names of those who had died or ceased to be citizens, was to be taken as the correct roll of all freedmen, free colored persons, and their descendants entitled to citizenship. The same explicit direction was not given in the modified decree as to the roll of 1880. By the former decree the Secretary of the Interior was authorized to appoint a commissioner to ascertain and report the facts necessary for the correction of the Wallace roll, but in the modified decree he was, for the purpose of ascertaining and determining who are the individual freedmen, authorized to appoint three commissioners "to proceed to the Cherokee country and hear testimony both for and against the identity of all freedmen, free colored persons, and their descendants claiming to be entitled to share in the distribution of said $903,365." This commission was not restricted to ascertaining the facts necessary to complete and bring up to date the roll of 1880, but in addition to that duty were also to hear testimony both for and against the identity of all freedmen, free colored persons, and their descendants claiming citizenship in the Cherokee Nation, but no evidence was to be accepted tending to disprove the citizenship of any person whose name appears upon the roll of 1880. Evidently something more than the completion and correction of the roll of 1880 was intended. It was intended that a full and complete roll should be made that should include the names of all freedmen, free colored persons, and their descendants entitled to be recognized as citizens of the Cherokee Nation. It is your duty now to make such a roll, which shall include the names of all Cherokee citizens "who are or were freedmen who had been liberated by voluntary act of their former owners or by law, as well as all free colored persons who were in the Cherokee country at the commencement of the rebellion and were residents therein at the date of said treaty or who returned thereto within six months thereafter, and their descendants."

The instructions of November 23, 1899, upon this subject are hereby revoked.

Very respectfully,

E. A. HITCHCOCK, *Secretary*.

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# APPENDIX NO. 8.

*Statement showing the disposition of allotment contest cases appealed from the decisions of the Commission to the Five Civilized Tribes and finally disposed of prior to July 1, 1902.*

| No. | Title. | Decided by Commission. | Action of Commissioner of Indian Affairs. | Action of Secretary of the Interior. | Case closed. |
|---|---|---|---|---|---|
| Creek, 29.. | Amanda S. Davis *v.* Nettie Drake. | Sept. 6, 1899 | Reversed May 25, 1900. Land, 24789. | (No further appeal.) | May 10, 1900 |
| Creek, 113. | Bettie Adams *v.* Richard Bruner. | May 15, 1900 | Affirmed Aug. 2, 1900. Land, 36854. | .....do..... | Aug. 21, 1900 |
| Creek, 27.. | Fannie Clarke *v.* Grace Marshall. | Apr. 26, 1900 | Affirmed Aug. 23, 1900. Land, 40677. | .....do..... | Sept. 18, 190 |
| Creek, 2... | Alice M. Gaither *v.* Alex Alexander. | Mar. 13, 1900 | Affirmed July 10, 1900. Land, 31578. | Affirmed Sept. 13, 1900. I. T. D. 2852. | Oct. 1, 1900 |
| Creek, 210. | Edward Crowell *v.* Alex Carr. | Oct. 12, 1900 | Affirmed Nov. 21, 1900. Land, 56679. | (No further appeal.) | Dec. 8, 1900 |
| Creek, 97.. | Tackey Scott *v.* Sarah Carter. | Sept. 19, 1900 | Affirmed Oct. 22, 1900. Land, 51279. | Affirmed Dec. 6, 1900. I. T. D. 3941. | Jan. 3, 1901 |
| Creek, 15.. | Maggie J. Grissom *v.* Joe Gibson. | June 24, 1899 | Affirmed Oct. 17, 1900. Land, 48787. | Reversed Nov. 30, 1900. I. T. D. 3835. Motion for rehearing denied Jan. 17, 1901. I. T. D. 146. | Feb. 7, 1901 |
| Creek, 213. | Polly Low *v.* Mary Sango. | June 22, 1900 | Affirmed Oct. 10, 1900. Land, 47907. | Affirmed Nov. 14, 1900. I. T. D. 3714. Motion for rehearing denied Jan. 26, 1901. I. T. D. 145. | Feb. 16, 1901 |
| Creek, 14.. | Maggie J. Grissom *v.* Martin Checote. | June 24, 1899 | Affirmed Oct. 18, 1900. Land, 48789. | Reversed Dec. 4, 1900. I. T. D. 3839. Motion for rehearing denied Jan. 26, 1901. I. T. D. 208. | Feb. 18, 1901 |
| Creek, 30.. | Julia Doil *v.* David L. Berryhill. | Dec. 14, 1899 | Affirmed Oct. 10, 1900. Land, 48992. | Affirmed Nov. 14, 1900. I. T. D. 3713. Motion for rehearing denied Jan. 29, 1901. I. T. D. 143. | Do. |
| Creek, 16.. | Maggie J. Grissom *v.* Moses Asbury. | June 13, 1899 | Affirmed Oct. 10, 1900. Land, 48788. | Reversed Nov. 26, 1900. I. T. D. 3794. Motion for rehearing denied Jan. 26, 1901. I. T. D. 3794, 1900; 144-185, 1901. | Do. |
| Creek, 186. | Mary S. Nelson *v.* Legus Fields. | Oct. 22, 1900 | Affirmed Feb. 7, 1901. Land, 56753, 1900; 2127, 4876, 4881, 1901. | Affirmed Apr. 2, 1901. I. T. D. 1011. | Apr. 21, 1901 |
| Creek, 49.. | Mamie Moore *v.* Thomas Larney. | Jan. 8, 1901 | Affirmed Apr. 2, 1901. Land, 10867, 15392. | (No further appeal.) | Apr. 24, 1901 |
| Creek, 3... | Emma L. Bruwn *v.* Henry R. Collins. | June 24, 1899 | Affirmed Oct. 10, 1900. Land, 46696. | Affirmed Apr. 3, 1901. I. T. D. 3715, 525. | May 8, 1901 |
| Creek, 61.. | Lizzie Smith *v.* Jennetta McIntosh. | Mar. 27, 1900 | Affirmed Aug. 2, 1900. Land, 36940. | Appeal dismissed Apr. 16, 1901. I. T. D. 1490. | May 29, 1901 |



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*Statement showing the disposition of allotment contest cases appealed from the decisions of the Commission to the Five Civilized Tribes and finally disposed of prior to July 1, 1902*—Continued.

| No. | Title. | Decided by Commission. | Action of Commissioner of Indian Affairs. | Action of Secretary of the Interior. | Case Closed. |
|---|---|---|---|---|---|
| Creek, 233. | Reuben Morrison *v.* Dinah Fields. | Feb. 28, 1900 | Affirmed Mar. 17, 1900. Land, 12415. | Affirmed Apr. 16, 1901. I. T. D. 1455. | May 29, 1901 |
| Creek, 231. | John Thompson *v.* Fred L. Dyer. | Jan. 30, 1901 | Affirmed June 22, 1901. Land, 12784. | (No further appeal.) | Aug. 6, 1901 |
| Creek, 117. | Maria E. Smith *v.* Ida Amelia Minton. | May 4, 1901 | Affirmed June 18, 1901. Land, 30285. | Affirmed Sept. 7, 1901. I. T. D. 3296. | Oct. 4, 1901 |
| Creek, 209. | Charles W. Garrett *v.* Lewis Sango, jr. | June 1, 1900 | Remanded for further hearing Aug. 22, 1900. Land, 39677. | (No further appeal.) | Oct. 21, 1901 |
| Creek, 170. | Phoebe Tucker *v.* Gabriel Jameson. | Apr. 24, 1900 | Affirmed June 8, 1900. Land, 26754. | Reversed Aug. 10, 1900. I. T. D. 2362. Motion for rehearing granted Sept. 23, 1901. I. T. D. 3054. | Nov. 9, 1901 |
| Creek, 165. | Isaac J. Gossett *v.* Hettie Johnson. | Feb. 4, 1901 | Modified May 7, 1901. Land, 19575. Reversed Aug. 28, 1901. Land, 19575, 34929, 45588. | Decision of Commissioner Indian Affairs reversed and decision of Commission affirmed Oct. 26, 1901. I. T. D. 4181. | Nov. 20, 1901 |
| Creek, 348. | Josiah Looney *v.* George Jackson. | Sept. 30, 1901 | Affirmed Nov. 19, 1901. Land, 60520. | Affirmed Jan. 14, 1902. I. T. D. 191. | Feb. 14, 1901 |
| Creek, 198. | Marweoly *v.* Dock Hutton. | .....do..... | Affirmed Nov. 23, 1901. Land, 64014. | Affirmed Jan. 20, 1902. I. T. D. 264. | Do. |
| Creek, 208. | Floyd Shannon *v.* Patsy Overton. | June 2, 1900 | Remanded for further hearing Aug. 25, 1900. Land, 40678. | (No further appeal.) | Feb. 24, 1902 |
| Creek, 258. | Simon Brown *v.* Christina Tucker. | Jan. 30, 1902 | Appeal dismissed Mar. 26, 1902. Land, 16936. | .....do..... | Apr. 13, 1902 |
| Creek, 265. | George D. Harvison *v.* Warrior Rentie. | Feb. 10, 1902 | Affirmed Mar. 28, 1902. Land, 16694. | .....do..... | Apr. 15, 1902 |
| Creek, 217. | Charles W. Garrett *v.* Agnes Hawes. | June 25, 1900 | Affirmed Oct. 13, 1900. Land, 47906. Motion for rehearing denied Mar. 27, 1902. Land, 17193. | .....do..... | Apr. 26, 1902 |
| Creek, 252. | Sam Chissoe *v.* John Davis. | Feb. 17, 1902 | Affirmed Apr. 2, 1902. Land, 17410. | .....do..... | Do. |
| Creek, 397. | Samuel McNac *v.* Matt Wadsworth. | Oct. 10, 1901 | Reversed Dec. 7, 1901. Land, 67111. | Decision of Commissioner Indian Affairs affirmed Dec. 12, 1901. I. T. D. 5398. | May, 12, 1902 |
| Creek, 246. | Nellie Stidham *v.* Lena Morris. | .....do..... | Affirmed Dec. 4, 1901. Land, 67112. | Remanded for further hearing Jan. 15, 1902. I. T. D. 293. Affirmed May 13, 1902. I. T. D. 2982. | June 7, 1902 |
| Creek, 272. | Robert Tiger *v.* Elsie Huckaby. | Mar. 19, 1902 | Affirmed Apr. 18, 1902. Land, 21367. | Affirmed June 3, 1902. I. T. D. 3358. | June 25, 1902 |
| Creek, 269. | Lelia A. Spaulding *v.* Georgia Ann Durant. | Apr. 14, 1902 | Affirmed June 9, Land, 32455. 1902. | (No further appeal.) | Do. |

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# APPENDIX NO. 9.

## DECISIONS OF THE DEPARTMENT OF THE INTERIOR IN ALLOTMENT CONTEST CASES BETWEEN MEMBERS OF THE FIVE CIVILIZED TRIBES IN INDIAN TERRITORY.

[From date of first decision (August 10, 1900) to June 30, 1902.]

### CREEK No. 170.

### TUCKER v. JAMISON.

SALE.—Where improvements on the land in controversy were made by the husband of the contestant, and sold by him to the contestee, such sale was sufficient to entitle contestee to file thereon as against contestant, who claimed the land in controversy through her husband's improvements on the same, and who had no interest therein, or possession thereof, separate and apart from that of her husband.

RELINQUISHMENT.—There does not seem to be any provision of law that would prevent a citizen of the Creek Nation from relinquishing his claim to land of which he was in possession to another member of the Creek Tribe of Indians; this relinquishment having been made, the contestee being in possession of the land in controversy, was entitled to select the same in allotment.

*Acting Secretary Campbell to the Commissioner of Indian Affairs (August 10, 1900, I. T. D. 2362, 1900).*

I am in receipt of your letter of the 17th instant (Land 26754–1900 and 33490–1900), transmitting an appeal from your decision of June 8, 1900, in the case of Phoebe Tucker, contestant, *v.* Gabriel Jamison, contestee, in which the contestee is appellant, involving the question of the right to an allotment of the SE. ¼ of the SW. ¼ of sec. 26, T. 16 N., R. 18 E., in the Creek Nation, Indian Territory.

From the record in this case it appears that on the 7th day of January, 1900, appellant, who is a citizen of the Creek Nation, selected as a part of his allotment the above-described land, and that the Commission to the Five Civilized Tribes issued a certificate of allotment to him.

That on the 19th day of February, 1900, the appellee, also a citizen of the Creek Nation, filed her application with said Commission, and selected as a part of her allotment the same land.

The said Commission declined to issue a certificate of allotment to her covering this land, for the reason of the prior selection by appellant.

That on the 23d day of February, 1900, the appellee filed her complaint, contesting the right of appellant to so select said tract of land, alleging that she had valuable improvements upon the same, consisting of a house, a stable, a smokehouse, and a storehouse in possession of a tenant by the name of Clark, and that she had some 10 or 12 acres in cultivation.

That she had resided on said land since about the year 1892 as a homestead.

No answer was filed to this complaint, the same having been duly waived.

After service of notice of contest and summons upon appellant, a trial was had before said Commission on the 28th day of March, 1900, and on the 24th day of April, 1900, the Commission decided in favor of appellee and against appellant, as follows:

> We are, therefore, of the opinion that the selection of said contestee, Gabriel Jamison, shall be canceled, and the land awarded to the contestant, Phoebe Tucker.
>
> It is also ordered that the certificate heretofore issued to the said contestee, Gabriel Jamison be canceled and be, therefore, considered of no force and effect.

From this decision of the Commission to the Five Civilized Tribes an appeal was taken and the case brought up for your consideration on the assignments of error found in the record.

From your decision, affirming the decision of the Commission to the Five Civilized Tribes, an appeal was taken to this Department, and the case is now before it for final consideration.



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The statements of the various witnesses are so vague, indefinite, and confused that it is difficult to determine the actual facts in the case. It would seem that the tract in dispute was formerly occupied by the mother of Phoebe Tucker, but that she moved off it, taking away all improvements, consisting of a house and fencing, and that the tract remained for ten or twelve years unoccupied. In 1892 Phoebe was married to Sandy Tucker, also a citizen of the Creek Nation, and that in 1894 they settled on this tract, building a dwelling house and subsequently other houses, and lived there until after Jamison had made his selection with a view to subsequent allotment. Jamison had been living for years on adjacent lands and it was found that a part of his cultivated field extended onto this tract, and he says he sold that piece, being about 8 acres, to Tucker. The latter corroborates him in this. Jamison testifies that Tucker has let him have the land back and is to move off it next October. Tucker says he still owns the improvements on this tract and intends to live there until the general allotments are made, but does not intend to take it as a part of his allotment, as he has selected other land for himself and his wife. After the preliminary selections were made Tucker and his wife had some trouble and she left the place, going to her mother's, where she was at the date of the hearing, although some of her personal property remained at the house which was still occupied by her husband. These are the material facts so far as they can be gleaned from the confused and in many cases unintelligible statements of the witnesses.

While there is a claim that the mother of Phoebe Tucker still laid claim to this land and gave it to her daughter, it is clear that it was, at the time the Tuckers moved upon it, unimproved and unoccupied, and had been so for ten or twelve years and was, during that time, subject to appropriation by any citizen of the nation. The Commission to the Five Civilized Tribes express the opinion that "Phoebe Tucker is the owner of the improvements upon the land in controversy and entitled to select the same as a part of her allotment." The evidence does not sustain the conclusion as to ownership, as she testifies that her husband made the improvements. The fact is that they moved onto this land and established their home there and that the wife had no interest there or possession separate and apart from or as opposed to that of her husband.

Your office decision quotes the provision in section 11, of the act of June 28, 1898, (30 Stat., 495):

> That whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home, if the holder so desires.

Immediately following this quotation is the following:

> This land in controversy was unquestionably in the possession of Phoebe Tucker. She desired it for a home. She is therefore entitled to it and your decision is for the above reasons correct.

As a matter of fact the allotments referred to in said section are not yet being made. No agreement with the Creeks has as yet been ratified and it is not known what quantity of land each member will be entitled to take or how the selections for final allotments will be made.

The selections here being made are under regulations of this Department to govern the selection and renting of prospective allotments and to carry into effect the provision of section 16 of said act, which reads:

> That when any citizen shall be in possession of only such amount of agricultural or grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children are entitled, he may continue to use the same or receive the rents thereon until allotment has been made to him.

To render these provisions effective and to permit of the selection and setting apart of lands for future allotment, instructions were issued by the Department which directed that an office be established in each nation for registering such selections, and each member or head of a family is required, to make his selection valid, to appear in person at such office and make application "to have set apart to him the lands selected by him for himself and his wife and minor children," and to make oath that he has examined the land; that it is suitable for a home for himself and family; that he has, in good faith, selected such lands, and will accept the same in allotment to himself and family.

It is clear from the testimony that Sandy Tucker might, because of his improvements upon and occupancy of this tract, have held it under the provisions of section 16 of said act of 1898, or might have selected it as a part of his allotment. It is equally clear that his claim upon the land was all that prevented its selection, under said regulations, by any other member of said nation. There does not seem to be any provision of law that would prevent Tucker from relinquishing his claim to any such member. This, according to the testimony, is what he did by his agreement



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with Jamison before the latter applied to have the tract set apart to him. Tucker does not deny this, and has not apparently repudiated the agreement or asked to have it set aside. It would seem, then, that Jamison's application was properly allowed. Phoebe Tucker, as said before, did not make or own the improvements on this tract and had no possession thereof distinct from that of her husband. In fact, she had left the home before she applied to select the tract. Under the circumstances, as shown by the testimony, it does not appear that she had any such right or claim to this land that would demand the cancellation of Jamison's selection or entitle her to take it as against him.

For the reasons given herein the decision of your office is reversed and it is directed that Jamison's selection of this tract be allowed to stand.

## CREEK NO. 2.

### GAITHER v. ALEXANDER.

PRACTICE.—Where the complaint fails to state a good cause of action, the contest should be dismissed.

PLEADING.—The contestant alleged that she attempted to gain possession of the land in controversy, but was restrained by order of the court from prosecuting her work on the land; and that later she attempted to file on the same, but by mistake filed on other land than that which she intended to take in allotment; but the complaint fails to make it appear that contestant was in possession of the land in controversy prior to contestee's filing, and it was held that even if the allegations of the complaint were sustained by the proof, still she would not be entitled to recover, and the contest should therefore be dismissed.

*Acting Secretary Campbell to the Commissioner of Indian Affairs (September 13, 1900, I. T. D. 2802—1900).*

With his letter of August 21, 1900 (Land 40461-1900), the Acting Commissioner transmitted the appeal of the contestant in the case of Alice M. Gaither against Artie Alexander for his minor son Alex Alexander, involving the right to select, as a part of his preliminary allotment, the NE. ¼ of sec. 14, T. 13 N., R. 13 E., Creek Nation, from the decision of your office of July 10, 1900.

This case was heard by the Commission to the Five Civilized Tribes on April 29, 1899, and on August 31, 1899, the Commission decided as follows:

After considering the evidence presented in the above-entitled contest the Commission to the Five Civilized Tribes has determined in favor of Alice M. Gaither, contestant.

On September 13, 1899, the defendant filed a motion for rehearing, and rehearing was had January 10, 1900. On March 13, 1900, the commission, "having given the case a careful consideration," decided in favor of Alexander, no new facts of any importance being shown by the testimony submitted at the rehearing, stating that it was shown by the testimony that in July, 1897, the contestant located on the land in dispute, which at the time was a part of the pasture owned and controlled by F. B. Severs; that there were from 1,000 to 2,000 acres of land in said pasture; that the contestant located there for the purpose of making a home for herself; that she built a brush arbor in which to live; that injunction was sued out in the United States court against her husband and father, both of whom, as the record shows, are not citizens, to restrain them from further prosecuting any work or improvement on the land for her; that she was never, therefore, enjoined by the United States court, and voluntarily abandoned said premises after six or seven days' residence and did not return until March 29, 1899, when, through a tenant, she attempted to make further improvments; that a person by the name of Bennett, acting as agent for contestee, warned the tenant for contestant not to go upon the land or improve it in any way; that by reason of this contestant was not permitted to make improvements; that by sale Severs gave possession of the land in contest, together with other land, to the contestee on February 3, 1899; that contestee took possession and immediately begun to remove and repair fences; that his was the first filing, both filings having been made on April 4, 1899, and that he was legally entitled to the land.

On March 23, 1900, the contestee filed a motion for rehearing which motion the Commission denied, and on May 12, 1900, the appeal was filed.

You state that the Commission should not have ordered a hearing on the affidavit filed by Gaither, for the reason that no cause of action was stated by her; that all the facts which she sets up may be admitted to be true, and still judgment should not be rendered in her favor; that she alleges that she attempted to gain possession of the land in controversy in July, 1897, and failed in securing possession because her husband and father, who accompanied her to the land, were restrained by a court from further prosecuting any work on the land; that it is clear from her own statements that her acts during 1897 were not sufficient to give her possession of the land in ques-

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tion; that she further alleges that she again attempted to get possession of the land in March, 1899, when she, in company with her husband and brother went upon said land for the purpose of setting posts and fencing the land; that she was prevented at that time from taking possession of the land by one Bennett, an employee of F. B. Severs, who "told her not to put any posts on said land, or do anything else to take possession thereof; that if she did he would tear the posts up as fast as she planted them;" that Bennett's acts did not amount to duress, and that, as to her allegation that on April 4, 1899, she attempted to make application for the land in contest, but for some reason unknown to her her claim was placed on the northwest quarter of the same section, it is presumed that the application of the defendant for an allotment was made earlier in the day than contestant's application, and that he was therefore, prior to her in point of time; that it necessarily follows that the further allegation that the defendant never did any work on the land and never had possession thereof is immaterial.

You dismissed the contest, subject to the right of appeal.

After a careful consideration of the testimony the facts are found to be in accordance with your decision, and the Department concurring in the conclusion reached by you that the appeal should be dismissed, it is accordingly dismissed.

## CREEK No. 30.

### DOIL v. BERRYHILL.

PRACTICE.—The Department does not recognize the right of litigants to make stipulation as to the time for filing appeals and arguments, but a failure to appeal would be excused in the absence of written notice of the decision where the manner of proceeding had not been clearly established by the Commission under the Rules of Practice.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (October 4, 1900, I. T. D., 3247-1900).*

On August 24, 1900, the Acting Commissioner considered the case of Julia Doil v. David L. Berryhill, involving the right to prospective allotment of the NE. ¼ of sec. 5, T. 13 N., R. 13 E., Indian meridian, Creek Nation, Indian Territory.

The case was heard August 9, 1899, by the Commission to the Five Civilized Tribes, and the Commission states that on December 14, 1899, it entered a judgment in favor of the contestant; that copy of the "findings and decision and notice of judgment" was not served upon the parties or their attorneys until the 9th day of July, 1900; that at the time the judgment was entered the practice in contest cases had not been clearly established, and while the attorneys had notice of a decision of the commission in the case, they were not formally served with a copy of the decision at the time it was rendered, and it explains the delay in forwarding the record.

On December 19, 1899, the following stipulation, signed by the attorneys for the parties, was filed:

It is hereby stipulated and agreed that counsel for the contestant herein have waived notice and service of appeal and have agreed that the record in this cause be transmitted forthwith to the honorable Commissioner of Indian Affairs and filed by him, and that the counsel for the contestee may have until the 1st day of March, A. D. 1900, to file written or printed argument in this cause before said Commissioner of Indian Affairs and that counsel for contestant may have until the 1st day of April, A. D. 1900, to file a written or printed argument in reply thereto before said Commissioner of Indian Affairs.

On July 18, 1900, the defendant filed an appeal, and on July 28 the plaintiff filed her reply thereto. The Acting Commissioner states that the stipulation shows that the parties had notice of your decision as early as December 19, 1899; that rule 29 of the Rules of Practice approved July 18, 1899, provides that appeals must be filed within ten days from the service of notice on the losing party; that the appeal was not filed in that time, and neither the parties nor the Indian Office had power to extend the time for filing such appeal, and that, therefore, your office was without jurisdiction to consider the case on its merits, and the matter stands as though the defendant had not attempted to appeal.

It is urged by the appellant that the stipulation, in which it was provided that the record should be transmitted *at once* to your office, must be considered as an appeal, in view of the fact that prior to its being filed the contestant had "mere knowledge that the Commission had arrived at a conclusion in the matter; that this was not such a service of the judgment upon the contestee as the rules contemplate; that it was only the filing of arguments that was attempted to be postponed by the stipulation.

Under the circumstances in this case the Department considers this correct, though it does not recognize the right of litigants to make stipulation as to the time

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for filing appeals and arguments. In fact, a failure to appeal would be excused in any such case in the absence of written notice of the decision. It is clear that the rights of parties should not be lost because the manner of proceeding has not been "clearly established" by the Commission under the rules of practice or by its failure to give specifically its reasons for its conclusions in any contest involving the right to allotment.

The case is therefore remanded for a decision by your office on the merits.

### CREEK No. 170.

#### TUCKER v. JAMESON.

PRACTICE.—A motion for review will not be granted on the ground that a reexamination of the evidence may bring about a different result.

ATTORNEYS.—Where the attorney presenting his motion has not been admitted to practice before the Department, said motion can not be entertained.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (October 8, 1900, I. T. D., 2362, 3315–1900).*

The Department has considered the motion for review of its decision of August 10, 1900, in the case of Phoebe Tucker *v.* Gabriel Jameson, involving the right to allotment of the SE. ¼ of the SW. ¼ of sec. 26, T. 16 N., R. 18 W. (E), Creek Nation, Indian Territory, transmitted with your letter of October 5, 1900 (Land, 47905–1900).

It is not disputed in this motion that the material facts were properly found in said decision. A motion for review will not be granted on the ground that a reexamination of the evidence may bring about a different result.

Furthermore, the attorney making this motion, Charles Wheeler, has never been admitted to practice before the Department. (See rule 30 of the Rules of Practice approved July 18, 1899.) The motion can not therefore be entertained, and the papers transmitted with your letter are herewith returned.

In a letter herewith inclosed the Commission to the Five Civilized Tribes has been instructed to call the attention of all parties practicing before the Commission to the regulations of the Department.

### CREEK No. 30.

#### DOIL v. BERRYHILL.

EXCESSIVE HOLDINGS.—Where contestant claimed the right to take the tract of land in controversy by virtue of a bill of sale of said tract from a Creek citizen who was, on the date of such sale, in possession of more land than he and the members of his family were entitled to take in allotment; and as it appears that the grantor was not holding the tract of land in controversy as the selection for allotment for any member of his family, said tract was considered an excessive holding, and no right was conveyed by the bill of sale as against the contestee; and it was held that the contestee, having filed on the same before the contestant attempted to file, was entitled to retain the same as his selection for allotment.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (November 14, 1900, I. T. D., 3713–1900).*

The Department has considered the case of Julia Doil *v.* David Berryhill, on appeal from your decision of October 10, 1900 (Land, 48992–1900), in favor of Doil, involving the right to a prospective allotment of the NE. ¼ of sec. 5, T. 13 N., R. 13 E., Indian Meridian, Creek Nation. Your decision affirms the decision of the Commission to the Five Civilized Tribes in the matter.

Berryhill asserts his claim under a "Bill of sale," dated February 3, 1899, made under a previous agreement, from F. B. Severs (who had inclosed about 4,000 acres of Creek land, and claimed the tract in controversy through purchases of possessory right made long before the act of June 28, 1898), and by virtue of his selection of the tract filed with the Commission to the Five Civilized Tribes April 1, 1899.

In March, 1899, Sam Cuff, stepfather of the contestant Doil, had entered upon this tract and improved it for Doil by fencing. No improvements had been put upon the tract prior to this time by Berryhill, and none had been put there by Severs subsequent to his purchase, except a few posts, two or three years before the hearing in this case.

The land was public land of the Creek Nation, and Severs had no right to it that he could convey at the time of the bill of sale. All the right he had to any of the land claimed by him, if he is a citizen of the nation, was the right to the land to which he and his family are entitled for allotment purposes, and he does not pre-

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tend to have ever claimed this tract with that object in view, and, as you state, Doil had a perfect right to take possession of the land.

Section 17 of the act of June 28, 1898 (30 Stat., 495), is applicable to this case, as you show, so far as Severs is concerned. It is as follows:

That it shall be unlawful for any citizen of any one of said tribe to inclose or in any manner, by himself or through another, directly or indirectly, to hold possession of any greater amount of lands or other property belonging to any such nation or tribe than that which would be his approximate share of the lands belonging to such nation or tribe and that of his wife and his minor children as per allotment herein provided; and any person found in such possession of lands or other property in excess of his share and that of his family, as aforesaid, or having the same in any manner inclosed, at the expiration of nine months after the passage of this act, shall be deemed guilty of a misdemeanor.

The Department finds that Doil was the first in time and the first in right, and your decision is affirmed.

CREEK No. 213.

LOW v. SANGO.

PLEADING.—Where the complaint is not verified as required by subdivision "g" of rule 5 of the Rules of Practice promulgated July 18, 1899, it is insufficient.

PRACTICE.—Where the contest is not initiated within ninety days from the date of the original application for the tract of land in controversy, and the complaint is not verified, a hearing should not be ordered.

The Rules of Practice do not contemplate a preliminary hearing to determine whether a party may bring a contest.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (November 14, 1900, 3714–1900).*

The Department is in receipt of your letter of November 10, 1900 (Land, 47907–1900), transmitting the appeal of Polly Low from your office decision of October 10, 1900, in the case of said Low *v.* Mary Sango, involving the right to preliminary allotment of the NW. ¼ SE. ¼ sec. 17, T. 15 N., R. 18 E, Indian Meridian, Creek Nation.

It is shown that said tract was selected by Sango August 1, 1899; that on November 23, 1899, Low made application therefor; that the Commission to the Five Civilized Tribes notified her of the selection of Sango, whereupon she filed an affidavit asking leave to contest; that the Commission, "in accordance with the practice then prevailing," set a hearing for June 22, 1900, at which time, the Commission states, "after hearing evidence in support of the claims of both parties, the Commission denied said application and refused to order a regular hearing." The rules of practice do not contemplate preliminary hearings of this character.

The Acting Commissioner states that as rule 2 of the Rules of Practice promulgated July 18, 1899, provides that contests must be initiated within ninety days from the date of the original application for the tract of land in controversy, and subdivision (g) of rule 5 provides that the complaint must be verified, and as the Commission erred in ordering a hearing, that, however, he has examined the evidence and finds the conclusions of the Commission correct.

Entertaining the same views as the Acting Commissioner, his decision is affirmed.

CREEK No. 16.

GRISSOM v. ASBURY.

IMPROVEMENTS.—Contestant placed on the land about fifty posts and stakes to designate the location of the claim for her child. It was not expected of her to build a house for her child, and had she broken some of the land, or placed logs on it, that would have been no better evidence of possession than the placing of posts for a fence. She did apparently what her means permitted and the circumstances warranted, and the work was the act of actual possession.

*Acting Secretary Ryan to Commissioner of Indian Affairs (November 26, 1900, I. T. D., 379–1900).*

The Department has considered the appeal of Maggie J. Grissom, for her minor child, Fred Grissom, *v.* Moses Asbury, for himself and as guardian of Louina Asbury, involving the right, for allotment purposes, under the act of June 28, 1898 (30 Stat., 495), to the SE. ¼ of sec. 31, T. 14 N., R. 13 E., Creek Nation, Indian Territory, transmitted with the Acting Commissioner's letter of November 19, 1900 (Land, 48788–1900).

Your decision of October 10, 1900, from which the appeal is taken, affirmed the decision of the Commission to the Five Civilized Tribes in favor of Asbury, in which it is stated as follows:

That on April 1, 1899, the S. ½ of the SE. ¼ of section 31 was selected by Asbury for himself, and the N. ½ of said quarter section was selected at the same time for his

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daughter, Louina Asbury, and the tracts were set apart by the Commission as a portion of their allotments;

That on April 4, 1899, Maggie J. Grissom made application to the Commission for said SE. ¼ for her son, Fred M. Grissom, and a contest was instituted and a hearing had;

That the evidence shows that on April 1, 1899, the land contained no improvements, excepting a wire fence on the west side of said tract and some house logs which belonged to Asbury and some stakes which had been placed upon the tract by the husband of Grissom.

That the tract, with the exception of about 15 or 20 acres, is located within a large pasture which has been "owned" and controlled by F. B. Severs, a citizen of the Creek Nation, for about thirty years prior to the year 1899, and that on February 2, 1899, said Severs transferred his interest in the tract in controversy to Asbury.

That in July, 1898, the husband of said Grissom, without permission from Severs, entered the inclosure of Severs and placed stakes on a portion of the tract in controversy; that said stakes were immediately removed from the premises by the employees of said Severs.

That on March 23, 1899, the husband of Grissom, without permission from anyone, again entered said inclosure and placed stakes on a portion of the tract in controversy "to indicate that he intended said tract as an allotment for one of the members of his family."

That afterwards, on March 27 or 28, 1899, Asbury had some house logs placed on said tract with which he intended to erect a house thereon.

That neither Grissom, nor anyone for her, has ever had possession of the tract in controversy, or any part thereof, and that Asbury and his grantor, Severs, have had peaceable possession of said tract for about thirty years.

That the placing of stakes upon said tract by Grissom's husband in the manner indicated was not sufficient to give her possession of said tract, for the reason that the possession of same had prior to that time been transferred to Asbury by a citizen who was rightfully in possession, and that Asbury is entitled to the land.

There is little dispute as to the facts in the case, and they are fairly stated by the Commission.

While affirming the decision of the Commission, you disagree with it upon the main point upon which its decision is based, namely, that Severs's possession was legal, and that his conveyance to Asbury gave the latter possession without any further acts upon the part of Asbury.

You quote section 17 of the act of June 28, 1898, and state that this section has the effect of rendering illegal the holding of large tracts of land in excess of the amount to which any person would be entitled as his allotment, and as the allotments of his wife and children; that the inclosure of Severs gave him no right to prevent any other person from entering upon and taking possession of portions of the land after "June —, 1898;" that though he could select such portions thereof as he was entitled to as allotments for himself, his wife, and his minor children, provided he was in all respects qualified, any other Creek citizens would have a perfect right to take possession of any portion thereof for allotment purposes; that the entry upon the land by Grissom was not a trespass.

You hold, however, that "the mere setting of stakes around the land" by Grissom was not of itself sufficient to reduce it to possession and to segregate it from the Creek public domain; that the language contained in section 11 of the act of June 28, 1898—that "whenever it shall appear that any member of the tribe is in possession of lands his allotment may be made out of the lands in his possession, including his home, if he so desires"—was intended to protect persons who were in absolute actual possession of lands, and was not intended to encourage litigation or to encourage citizens of either one of the Five Tribes to attempt to hold land merely by setting stakes; that while such stakes might, under the general land laws, be sufficient to protect the rights of the party, they are not sufficient under the act under consideration, because they merely evidence the intention to reduce the land to possession at some future time; that, therefore, Grissom has no superior equity over Asbury, and Asbury's application for the land having been filed prior to the application therefor by Grissom, he is entitled to the selection certificate issued to him.

While the Department agrees with you as to your findings concerning Severs's rights and Asbury's, so far as they are affected thereby, it can not concur in your conclusions adverse to Grissom. Her husband for her, in 1898, placed in position upon the land about 50 posts and stakes, stated by him to be mostly posts, to build a fence, "enough to designate the location of the claim," most of which were removed by Severs. Grissom states that on March 23, 1899, she placed on the land

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20 or 25 posts on the outside of Severs's inclosure, "then when we came inside of there we commenced at the southeast corner of this quarter, and commenced setting from there on the other two quarters."

It is admitted that Grissom was endeavoring, in 1898 and 1899, to procure the land for her child, 6 years of age. She and her husband have a home on land adjacent to this tract. It was not expected of them to build a house of any kind for the child, and had they placed logs on the land, as Asbury did subsequently, or had they broken some of the land, that would have been no better evidence of possession than the placing of posts for a fence. They did apparently what their means permitted and the circumstances warranted. The work done was the act of actual possession and warning to anyone of their claim.

The act of June 28, 1898, supra, does not require "lands in possession" for minor children to be even fenced. Any fair indication of possession is sufficient.

Severs and those employed by him in connection with the attempted conveyance of this land to Asbury knew of the efforts of Grissom to take possession in the summer of 1898, and Asbury (though he does not live in the neighborhood of the land) doubtless knew of his own observation, when he had logs hauled there on March 27 or 28, 1899, or through Severs and his employees, witnesses in this case, of the work done by Grissom in 1899. Severs was interested in having Asbury procure the land, for in the agreement between them it was provided that Severs should have the use of the land for one year and should pay Asbury 15 cents an acre rental.

Your decision is reversed, and the papers transmitted with the Acting Commissioner's letter are herewith returned.

## CREEK No. 15.

### GRISSOM v. GIBSON.

IMPROVEMENTS.—The contestant placed on the land about fifty posts to designate the location of her claim for her child. It was not expected of the contestant to build a house for her child, and had she broken some of the land or placed logs upon it that would have been no better evidence of possession than the placing of posts for a fence. She did apparently what her means permitted and the circumstances warranted, and the work was the act of actual possession.

PRACTICE.—Rule 29 of the Rules of Practice, promulgated by the Department on July 18, 1899, can not be waived by stipulation between the parties.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (November 30, 1900, I.T. D., 3835–1900).*

With your letter of November 21, 1900 (Land 48787–1900), you transmitted the case of Maggie J. Grissom, for her minor son, Thomas Grissom, *v.* Joe Gibson, for his wife, Martha Gibson, involving, for allotment purposes, the NW. ¼ of sec. 32, T. 14 N., R. 13 E., Indian meridian, Creek Nation, Indian Territory, on appeal from your office decision of October 17, 1899, affirming the decision of the Commission to the Five Civilized Tribes of June 24, 1899.

A stipulation was made between the parties that the testimony taken in the case of Maggie J. Grissom *v.* Moses Asbury "shall and may be used and considered as evidence in each of the other two cases (this case and the case of said Grissom *v.* Martin Checote), so far as applicable, and that the testimony of Maggie J. Grissom and her husband, Edward Grissom, as to their acts in and about the premises in controversy in each case, will be the same, and that the contracts made by each of the contestees with F. B. Severs, under which they claim, were the same in each case as that made with Moses Asbury, with the exception that some of the other tracts had certain improvements on them, as will appear in the testimony taken specially in each respective case."

Therefore, the Department having, on November 26, 1900, reversed your decision in the case of Grissom *v.* Asbury, which was in favor of Asbury, the question to be considered is whether the additional testimony submitted in this case will warrant a decision in favor of the defendant, Gibson. It has been examined and nothing is found to show that Gibson ever acquired possession of this land prior to the time Grissom took possession by placing stakes and posts for a fence, as set out in the case of Grissom *v.* Asbury, and that he is similarly situated as to this tract as was Asbury to the tract claimed by him.

The finding of facts by the Commission to the Five Civilized Tribes is in accordance with the testimony, and is as follows:

That on April 1, 1899, when the contestee made application for the said NW. ¼, the same contained no improvements excepting 12 or 15 acres of a field belonging to Silas Smith, a Creek citizen, a wire fence surrounding said field, which belonged to the said Smith and F. B. Severs, a Creek citizen, and some stakes which had been

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placed there by the husband of the contestant; that the land in controversy, excepting the 12 or 15 acres in cultivation, is located within a large pasture which had been owned and controlled by said Severs for about thirty years; that in January, 1899, Severs sold his interest in the said tract to the contestee; that subsequent to March 29, 1899, said Smith laid no claim whatever to the cultivated land, excepting that he expected to receive pay from the person who filed on said land for the improvements; that he never disposed of his interest in said tract to anyone; that in July, 1898, the husband of contestant entered the inclosure of Severs and placed stakes on a portion of the land; that said stakes were immediately removed by the employees of Severs; that on March 23, 1899, the husband of contestant again placed stakes on a portion of the tract, *to indicate that he intended said tract as an allotment for one of the members of his family;* that the contestant has never had possession of the tract, and that the contestee and Severs have had possession prior to the time that it was set apart as an allotment for Martha Gibson, wife of the contestee.

Following the ruling of the Department in the case of Grissom *v.* Asbury, in which it was stated:

> While the Department agrees with you as to your findings concerning Severs' rights and Asbury's, so far as they are affected thereby, it can not concur in your conclusions adverse to Grissom. Her husband, for her, in 1898, placed in position upon the land about fifty posts and stakes, stated by him to be mostly posts, to build a fence, "enough to designate the location of the claim," most of which were removed by Severs. Grissom states that on March 23, 1899, she placed on the land twenty or twenty-five posts on the outside of Severs' inclosure, "Then when we came inside of there we commenced at the southeast corner of this quarter and commenced setting from there on the other two quarters."
>
> It is admitted that Grissom was endeavoring, in 1898 and 1899, to procure the land for her child, six years of age. She and her husband have a home on land adjacent to this tract. It was not expected of them to build a house of any kind for the child, and had they placed logs on the land, as Asbury did subsequently, or had they broken some of the land, that would have been no better evidence of possession than the placing of posts for a fence. They did apparently what their means permitted and the circumstances warranted. The work done was the act of actual possession and warning to anyone of their claim.
>
> The act of June 28, 1898, supra, does not require "lands in possession" for minor children to be even fenced. Any fair indication of possession is sufficient.

your decision is reversed, and the land is awarded to Grissom.

The stipulation entered into between the attorneys for the parties on December 27, 1899, as to time for filing arguments was in disregard of the rules of practice approved July 18, 1899.

The irregularities in this case delayed its submission to the Department.

You will advise the Commission to the Five Civilized Tribes that when an appeal is taken from its decision in this class of cases it is expected that the appeal will be transmitted to your office immediately after the time allowed appellee to file argument. See Rule 29.

## CREEK No. 14.

### GRISSOM v. CHECOTE.

IMPROVEMENTS.—Contestant placed on the land about fifty posts and stakes to designate the location of the claim for her child. It was not expected of the contestant to build a house for her child, and had she broken some of the land or placed logs thereon, that would have been no better evidence of possession than the placing of posts for a fence. She did apparently what her means permitted and the circumstances warranted, and the work was the act of actual possession.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (December 4, 1900, I. T. D., 3839–1900).*

With your letter of November 21, 1900 (Land 48789–1900), you transmitted the case of Maggie J. Grissom, guardian of Joseph W. Grissom, *v.* Martin Checote, involving, for allotment purposes, under the act of June 28, 1898 (30 Stat., 495), the SE. ¼ of sec. 29, T. 14 N., R. 13 E., I. M., Creek Nation, Ind. T., on appeal from your office decision of October 18, 1899, affirming the decision of the Commission to the Five Civilized Tribes of June 24, 1899.

A stipulation was made between the parties that the testimony in the case of Maggie J. Grissom *v.* Moses Asbury "shall and may be considered as evidence in the case of the other two cases (this case and the case of Grissom *v.* Gibson), so far as applicable, and that the testimony of Maggie J. Grissom and her husband, Edward Grissom, as to their acts in and about the premises in controversy in each case will be the same, and that the contracts made by each of the contestees with F. B. Severs, under which they claim, were the same in each case as that made with Moses Asbury, with the exception that some of the other tracts had certain improvements on them, as will appear in the testimony taken specifically in each respective case."

Therefore, the Department having, on November 26, 1900, reversed your decision in the case of Grissom *v.* Asbury, which was in favor of Asbury, the question to be

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considered is whether the additional testimony submitted in this case will warrant a decision in favor of the defendant, Checote. It has been examined and nothing is found to show that Checote ever acquired possession of this land prior to the time Grissom took possession by placing stakes and posts for a fence, as stated in the case of Grissom *v.* Asbury, and that he is similarly situated as to this tract as was Asbury to the tract claimed by him.

The finding of facts by the Commission to the Five Civilized Tribes is in accordance with the testimony. It states:

That on April 1, 1899, when the contestee made application for the said SE. ¼, the same contained no improvements, excepting a few house logs and a portion of a wire fence belonging to F. B. Severs; that said logs were hauled upon said tract by Artie Sneed, who is not a party to this contest; that the land in controversy is located within a large pasture which has been owned and controlled for thirty years by said Severs, a Creek citizen; that in January, 1900, Severs "transferred" his interest in said tract to the contestee; that in July, 1898, and again on March 23, 1899, the husband of contestant, without the permission of Severs, entered into the inclosure of Severs and placed stakes on a portion of the tract in controversy; that said stakes were immediately removed by the employees of Severs; that the evidence tends to show that these people put the posts on the land between sundown one night and the next morning in order that the attention of the "rightful owners" of the land might not be called to their action; that said stakes were placed on said land by the husband of contestant "for the purpose of holding this land as an allotment for his child;" that the contestant has never had possession of the tract, and that the contestee and Severs have had possession prior to the time that it was set apart as an allotment for Checote.

It was stated by the Department, in the case of Grissom *v.* Asbury, as follows:

While the Department agrees with you as to your findings concerning Severs' rights and Asbury's, so far as they are affected thereby, it cannot concur in your conclusions adverse to Grissom. Her husband, for her, in 1898, placed in position upon the land about fifty posts and stakes, stated by him to be mostly posts to build a fence, "enough to designate the location of the claim," most of which were removed by Severs. Grissom states that on March 23, 1899, she placed on the land twenty or twenty-five posts on the outside of Severs' inclosure, "Then when we came inside of there we commenced at the southeast corner of this quarter and commenced setting from there on the other two quarters."

It is admitted that Grissom was endeavoring, in 1898 and 1899, to procure the land for her child, six years of age. She and her husband have a home on land adjacent to this tract. It was not expected of them to build a house of any kind for the child, and had they placed logs on the land, as Asbury did subsequently, or had they broken some of the land, that would have been no better evidence of possession than the placing of posts for a fence. They did apparently what their means permitted and the circumstances warranted. The work done was the act of actual possession and warning to anyone of their claim.

The act of June 28, 1898, supra, does not require "lands in possession" for minor children to be even fenced. Any fair indication of possession is sufficient.

Following the ruling in that case, your decision is reversed, and the land is awarded to Grissom.

## CREEK No. 97.

### SCOTT v. CARTER.

PRACTICE.—It is not the duty of the Commission to pass upon the question of the sufficiency of an appeal, or as to whether it was filed in time. The Indian Office and the Department alone have jurisdiction to consider such questions.

HEIR AT LAW.—Where the alleged heir at law took no step to reduce to her possession the property on the tract in controversy, and took her allotment elsewhere, she was deemed to have renounced her claim to said tract, and her attempted transfer of the land was a nullity because it was made after the act of June 28, 1898.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (December 6, 1900, I. T. D., 3941-1900).*

The Department has considered the case of Tackey Scott *v* Sarah Carter, guardian of Miller Scott, involving the right, for allotment purposes, under the act of June 28, 1898 (30 Stat., 495), to the SW. ¼ of the NW. ¼, the NW. ¼ of the SW. ¼, and the S. ½ of the SE. ¼ of the SW. ¼ of sec. 3, T. 16 N., R. 16 E., Indian meridian, Creek Nation, Ind. T., on appeal by the plaintiff from the Acting Commissioner's decision of October 22, 1900, affirming the decision of the Commission to the Five Civilized Tribes in favor of Carter.

The Commission states the facts fairly, and its statements were quoted in the Acting Commissioner's letter. It found that the greater portion of the improvements on said tract belonged at one time to Rose Floyd, a citizen of the Creek Nation, who died in July, 1898, and that the remainder belonged to Thomas Scott, the former husband of Mrs. Carter and father of Miller Scott; that said Thomas Scott died about

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the year 1897; that Hettie Tucker, half sister of Rose Floyd, claimed the improvements which belonged to said Floyd, and which embraced some 200 acres of land, as her heir, and in August, 1899, a month or more after Mrs. Carter had filed on the land, gave a bill of sale attempting to transfer her interest in said property to the contestant; that there is no evidence in the case which shows that the estate of Floyd was ever administered or that the property of said Floyd was ever transferred to said Tucker; that Mrs. Carter and her ward lived within one-fourth mile of said Rose Floyd for several years prior to the death of said Floyd; that Floyd appeared to be very fond of the children of Mrs. Carter, Miller and Ella Scott, who were cousins of said Floyd, and it appears that she wanted Miller Scott and Ella Scott to have her place, as she expected to take her allotment elsewhere; that she informed Mrs. Carter that she need not go away to secure allotments for said children, as she intended for them to have her place, and that Mrs. Carter relied on said statements; that neither the contestant nor Hettie Tucker, nor any one acting for them, has ever had possession of any portion of the tract in controversy, while Mrs. Carter and Floyd have had possession of the same for more than six years; that immediately after the death of Floyd Mrs. Carter assumed control of the Floyd place and has continued in possession and collected the rents; that at the time Hettie Tucker attempted to transfer "her interest" in the tract in question to the contestant she resided upon certain lands near McDermott, Ind. T., some 20 acres of which were improved and which she intended to take as her allotment, and where, in September, 1899, she selected 160 acres for allotment; that the husband of Hettie Tucker is a noncitizen; that she has no children, and is the only member of her family who is a Creek citizen.

The Acting Commissioner found that while it is possible that the "plaintiff" might, under ordinary circumstances, have inherited the land as heir of her half sister, it is shown that she took no action tending to reduce it to her possession, but in fact took her allotment elsewhere and by that act she renounced all claim to the land in controversy; that her attempted transfer of the land was a nullity because it was made long after the act of June 28, 1898.

The Department concurs in the views of the Acting Commissionera nd his decision is affirmed.

The Commission to the Five Civilized Tribes states in its letter of November 17, 1900, transmitting the appeal, that the appeal was filed on the eleventh day after the notice of your office decision was served on contestant's attorney; that this was permitted by the Commission because the ten days allowed by the rules for filing appeals expired on Sunday, and in such cases it has been the practice of the Commission to allow parties to file their papers on the day following.

You will advise the Commission that appeals in this class of cases to your office or to the Department, whether filed within or without the time specified by the rules of practice, should be promptly transmitted; that it is not the duty of the Commission to pass upon the question of the sufficiency of an appeal or as to whether it was filed in time; that your office has jurisdiction to consider such questions when the appeal is to it, and the Department alone when the appeal is to the Department.

## CREEK No. 15.

### GRISSOM v. GIBSON.

EXCESSIVE HOLDINGS.—The Curtis Act was not intended to confirm illegal holdings of individual members of a tribe, nor to give such illegal holders any vested or other right to dispose of their illegal holdings, to the exclusion of other members of the tribe who have entered upon and selected their pro rata shares prior to any attempted transfer of the illegal possessions by those whose possessions are in excess of their pro rata shares.

PRACTICE.—Where a motion for rehearing offers no additional evidence, and no question of law is presented that was not before the Department and considered in the Departmental decision, the motion for rehearing should be denied.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 17, 1901, I. T. D., 146-1901).*

The Department is in receipt of a communication from the Acting Commissioner forwarding a report from the Commission to the Five Civilized Tribes transmitting the motion for a rehearing in land contest No. 15, in the case of Maggie J. Grissom, for her minor son, Thomas Grissom, against Joe Gibson, for his wife, Martha Gibson, involving the right to select as a prospective allotment the SE. ¼ of sec. 31, T. 14 N., R. 13 E., Indian meridian, Creek Nation, Ind. T.

On November 26, 1900, the Department decided said case in favor of said Maggie J. Grissom, the contestant, reversing the decision of your office in its conclusion, but agreeing with its statement that "the inclosure of Capt. F. B. Severs gave him no right to prevent any other person from entering upon and taking possession of portions of the land after June (28), 1898."

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The errors alleged in the motion are as follows:

First. The honorable Acting Secretary of the Interior erred in holding that the land in controversy was public land of the Creek Nation when the contestant attempted to seize the same, and that F. B. Severs had no right to it that he could convey in February, 1899, the day of his transfer to Joe Gibson.

Second. The honorable Secretary of the Interior erred in holding that the contestant, by setting stakes upon the land in July, 1898, when the same was in the possession of F. B. Severs, acquired thereby any right to take the land in allotment as against the grantee of Severs.

Third. The honorable Secretary of the Interior erred in holding that F. B. Severs had no rights in the premises which he could convey to any person subsequent to the 28th day of June, 1898.

Fourth. The honorable Acting Secretary of the Interior erred in holding that the act of June 28, 1898, does not require "lands in possession" for minor children to be fenced; that any other indication of possession was sufficient.

In the argument submitted in support of said motion it is conceded that the facts in the case appear to have been "clearly understood and fairly stated" in the decision complained of, but it is stoutly contended by counsel for the contestee that the construction placed upon "parts of the Curtis bill" is radically wrong, and if the interpretation placed upon said act in said departmental decision be correct, the act is in violation of the principles of the Constitution of the United States and ought not to be "upheld by any court or any person who undertakes to act in a judicial capacity."

It is not deemed necessary to consider at length the several objections raised by counsel. No additional evidence is offered and no question of law is presented that was not before the Department and carefully considered in said departmental decision.

The record shows that the land in controversy is inside of a large pasture claimed by one Capt. F. B. Severs, stated by one witness to be "about two and three-quarters miles long, and probably one and one-half miles wide in the widest part." The vice of said contention of counsel consists mainly in insisting that the correct interpretation of section 17 of the "Curtis Act gives a vested right to any Creek citizen to retain possession of an unlimited quantity of land inclosed as a pasture, or to transfer his right of possession to any other Creek citizen for a period of nine months from the passage of said act.

A brief reference to some of the provisions of said act will clearly show the fallacy of this view. The proviso of section 3 of said act, giving the United States courts in the Indian Territory jurisdiction relative to the holdings of persons claiming to be members of a tribe, declares:

That any person, being a noncitizen in possession of lands, holding the possession thereof under an agreement, lease, or improvement contract with either of said nations or tribes, or any citizen thereof, executed prior to January first, eighteen hundred and ninety-eight, may, as to lands not exceeding in amount one hundred and sixty acres, in defense of any action for the possession of said lands, show that he is and has been in peaceable possession of such lands, and that he has while in such possession made lasting and valuable improvements thereon, and that he has not enjoyed the possession thereof a sufficient length of time to compensate him for such improvements.

The first proviso to section 16 of said act reads:

That where any citizen shall be in possession of only such amount of agricultural or grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children are entitled, he may continue to use the same or receive the rents thereon until allotment has been made to him.

The first part of section 17 expressly declares:

That it shall be unlawful for any citizen of any one of said tribes to inclose or in any manner, by himself or through another, directly or indirectly, to hold possession of any greater amount of lands or other property belonging to any such nation or tribe than that which would be his approximate share of the lands belonging to such nation or tribe and that of his wife and his minor children as per allotment herein provided.

The latter part of said section makes it a misdemeanor for persons to be found in possession of an excess of lands "at the expiration of nine months after the passage of this act."

Section 23 declares:

That all leases of agricultural or grazing land belonging to any tribe made after the first day of January, eighteen hundred and ninety-eight, by the tribe or any member thereof shall be absolutely void, and all such grazing leases made prior to said date shall terminate on the first day of April, eighteen hundred and ninety-nine, and all such agricultural leases shall terminate on January first, nineteen hundred; but this shall not prevent individuals from leasing their allotments when made to them as provided in this act, nor from occupying or renting their proportionate shares of the tribal lands until the allotments herein provided for are made.

It is a familiar rule of interpretation that all parts of the statute must be considered and the true intent of the legislature must be gathered from the whole act. Keeping this rule in mind, there can be little doubt that said "Curtis Act" was not intended to confirm illegal holdings of individual members of the tribes largely in excess of their pro rate shares, nor does it give such illegal holders any vested or other right to dispose of their illegal possessions to the exclusion of other members of the tribe

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who have entered upon and selected their pro rata shares prior to any attempted transfers by those whose possessions are in excess of their pro rata shares.

A careful examination of said motion and the argument accompanying it shows no good reason for a rehearing in said case, and the motion must be and it is hereby denied.

CREEK No. 16.

GRISSOM v. ASBURY.

REVIEW.—Denying motion for review.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 26, 1901, I. T. D., 3794, 1900; 144, 185, 1901.)*

The Department has considered the motion for review of its decision of November 26, 1900 in the land contest case of Maggie J. Grissom *v.* Moses Asbury, involving certain lands in the Creek Nation, Ind. T., transmitted with the Acting Commissioner's letter of January 11, 1901 (Land, 48788, 1900; 1221, 1901).

This case is similar in all material particulars to the case of said Grissom *v.* Joe Gibson, for his wife, Martha Gibson, in which a motion for review identical with the motion in this case was denied by the Department on January 17, 1901. In accordance with the conclusions reached in said decision of January 17 the motion in this case is hereby denied.

CREEK No. 213.

LOW v. SANGO.

TESTIMONY.—Where the testimony between the parties is conflicting the decision of the Department affirming the action of the Commissioner of Indian Affairs and the conclusions of the Commission will not be set aside or modified unless it be shown that the decision is clearly wrong.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 26, 1901, I. T. D., 145, 1901).*

I have considered the motion for review of departmental decision in the case of Polly Low *v.* Mary Sango, involving the right to select as a preliminary allotment the NW. ¼ of the SE. ¼ of sec. 17, T. 15 N., R. 18 E., Indian meridian, Creek Nation, Ind. T., rendered November 14, 1900, affirming the action of your office concurring in the conclusions of the Commission to the Five Civilized Tribes in favor of said Mary Sango, the contestee.

The attorney for the nation calls attention "to the evidence of defendant's guardian, which shows that contestant was never notified by defendant that he intended to and had filed upon said land;" that not having received any notice of the filing of the contestee the contestant ought not to be bound by the rules requiring contests to be filed within ninety days, and therefore requests that new hearing be had in the case.

The notice for review in this case is exceedingly informal and insufficient. The reference to the testimony of said guardian does not specify or designate that part upon which the applicant relies. Besides, there is no requirement that the applicant to file shall give any other notice than that contained in his affidavit in support of his application to file, and adverse claimants must take notice of the record made by said Commission. In this case, however, a hearing was had, and the most that can be said in behalf of the contestant is that the evidence relative to possession is conflicting, and in such cases the decision of the Department affirming the action of your office and the conclusions of the Commission will not be set aside or modified unless it be shown that the decision is clearly wrong. No such showing has been made in this case.

The motion must be, and it is hereby, overruled. The papers transmitted are herewith returned.

CREEK No. 14.

GRISSOM v. CHECOTE.

REVIEW.—Denying motion for review.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 26, 1901, I. T. D., 3859, 1900; 208, 1901).*

The Department has considered the motion for review of its decision of December 4, 1900, in the land-contest case of Maggie J. Grissom, as guardian of Joseph W. Grissom, *v.* Martin Checote, involving certain lands in the Creek Nation, Ind. T., transmitted with your letter of January 15, 1901 (Land, 2129, 1901).

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This case is similar in all material particulars to the case of said Grissom *v.* Joe Gibson, for his wife Martha Gibson, in which a motion for review, identical with the motion in this case, was denied by the Department on January 17, 1901. In accordance with the conclusions reached in said decision of January 17 the motion in this case is hereby denied.

### CREEK No. 30.

#### DOIL v. BERRYHILL.

PRACTICE.—The motion for rehearing, and argument in support thereof, presenting no good reason for granting the same, must be denied.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 29, 1901, I. T. D., 143, 1901).*

The Department has considered the motion for rehearing in the contest case of Julia Doil, contestant, *v.* David L. Berryhill, involving the right to select as a preliminary allotment the NE. ¼ of sec. 5, T. 13 N., R. 13 E., Indian meridian, Creek Nation, Ind. T., wherein the Department, on November 14, 1900, affirmed the decision of your office, which also affirmed the action of the Commission to the Five Civilized Tribes which decided that the selection certificate issued to said Berryhill should be canceled and a certificate should issue to Doil, the contestant, for the same land.

The motion is filed by the same counsel who filed the motion for rehearing in the case of Maggie J. Grissom *v.* Moses Asbury, and contains substantially the same allegation of error in said decision relative to the construction of the act of Congress approved June 28, 1898 (30 Stat., 495). The motion and argument in support thereof have been carefully considered, and no good reason appears for granting the motion in this case.

The motion must be and it is hereby denied, and the papers transmitted with your said communication are herewith returned.

### CREEK No. 186.

#### NELSON v. FIELDS.

INITIATION OF CONTEST.—Initiation of contests must be made in conformity with the requisites for bringing contests, to wit: The filing of the application for the land, and the filing of the complaint, which are considered as one and the same act; and both must be done within ninety days of the filing of the original application for the land. Where the application was made within ninety days, but the complaint was not filed within that period, rule 2 of the rules of practice was not complied with.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (April 2, 1901, I. T. D., 1011, 1901).*

On March 11, 1901, you transmitted the appeal of the contestant in the case of Mary L. Nelson *v.* Legus Fields, involving the right to select as a preliminary allotment the E. ½ of the SW. ¼ of sec. 8, T. 10 N., R. 18 E., Creek Nation, Ind. T., from the decision of your office of February 7, 1901, affirming the decision of the Commission to the Five Civilized Tribes in said case.

It appears that on November 27, 1899, said tract was selected by Fields and set apart to him by said Commission as a portion of his selection for allotment; that on January 11, 1900, William Nelson made application to the Commission to have said tract set apart to his wife, said Mary L. Nelson; that on April 14, 1900, Mary L. Nelson filed her complaint alleging: "That there are certain improvements on said land belonging to contestant, consisting of about five acres of cultivated land under fence, and fence posts around the remainder of said land segregated from the Creek public domain said parts, placed there by the plaintiff for the purpose of fencing same, and that before plaintiff could put wire on said posts contestee filed on same. That said land has been in possession of and used by plaintiff for the past three years. That contestee has no improvements of any character on said land, is not now and never was in possession of same, and has no right of possession thereof;" that the Commission set May 28, 1900, for hearing in the matter, and on that day Fields failed to appear, but testimony of Nelson was taken and the case continued "indefinitely;" that on June 1, 1900, the case was reset for hearing on June 28, 1900, at which time Fields made no appearance; that a hearing on motion of Nelson for judgment by default, Fields having also asked for a hearing, was had August 8, 1900, and that on October 22, 1900, the Commission rendered judgment, denying said motion and refused further hearing in said case, and dismissed the same because it appeared

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"that the original application for the tract of land in controversy herein was made on November 27, 1899, and that, on January 11, 1900, the contestant, through her husband, William Nelson, had knowledge that the said tract had been set aside to the contestee, but failed to file her complaint herein until April 14, 1900, more than five months after said original application was made." Appeal was filed in due time.

You state in your decision that rule 1 of the rules of practice in cases before the land offices of the Commission to the Five Civilized Tribes, approved by the Department July 18, 1899, provides that "contests must be initiated by an adverse claimant against a party to any application or filing under the laws of Congress relating to lands of the Five Civilized Tribes for any sufficient cause affecting the right of possession of the land in controversy by applying for the same land;" that rule 2 provides that "contests must be initiated within ninety days from the date of the original application for the tract of land in controversy;" that rule 3 provides that "the only pleadings allowed are, first, the complaint, and second, the answer or demurrer:" that rule 4 provides that "in every case the application for contest and complaint must be filed by the contestant with the Commission to the Five Civilized Tribes and at the land office in the nation in which the land lies;" that "rule 1, taken in connection with rules 2 and 4, means that contests must be initiated within ninety days of the original application for the land, and that it must be initiated by applying for the land in contest and also by filing a complaint, which complaint must conform to the regulations of rule 5 of the rules of practice, that is, the contest is not initiated until the requirements are complied with, to wit, the filing of the application for the land and the filing of the complaint, which are considered and should be considered as one and the same act, and both of which must be filed within ninety days of the filing of the original application for the land;" and you therefore affirm the decision of the Commission.

It is perfectly clear that the interpretation placed upon the rules of practice by you and the Commission is correct, and your decision is therefore affirmed.

### CREEK No. 3.

### BROWN v. COLLINS.

CONFLICTING TESTIMONY.—Where the testimony of the witnesses was very conflicting, and the Commission to the Five Civilized Tribes, who saw the witnesses and heard their testimony, and the Commissioner of Indian Affairs, upon consideration of the record, decided in favor of the contestant, the decision was affirmed by the Secretary.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (April 3, 1901, I. T. D., 3715–1901).*

The Department has considered the case of Emma L. Brown, for Willie Lee Brown and Alexander D. Brown, *v.* Henry Collins, for his wife, Aurora Collins, and their eight minor children, involving the right, for allotment purposes, to the N. ½ of the SW. ¼ of lots 1 and 2, sec. 10, lot 1 of sec. 9, and the NE. ¼ of sec. 10, T. 19 N., R. 16 E., Creek Nation, Ind. T., on appeal by Collins from the decision of your office of October 9, 1900 (Land 46696–1900), affirming the decision of the Five Civilized Tribes Commission in favor of Brown.

The question is as to who had prior occupation of the land in controversy with a view to securing same as allotment. The testimony of the witnesses is very conflicting. The Five Civilized Tribes Commission, who saw the witnesses and heard their testimony given, and your office, upon consideration of the record, decided in favor of Brown, contestant and appellee. Upon review of the record, your decision is affirmed by the Department.

### CREEK No. 233.

### MORRISON v. FIELDS.

APPEAL.—The record on appeal failed to show that notice thereof had been served upon the appellee, in compliance with the Rules of Practice, and the decision of the Commissioner of Indian Affairs was affirmed.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (April 16, 1901, I. T. D., 1455–1901).*

The Department is in receipt of the Acting Commissioner's letter of April 11, 1901, transmitting the papers filed in connection with the application of Reuben Morrison to contest the preliminary allotment of Dinah Fields for the N. ½ of the NW. ¼ of sec. 21, T. 15 N., R. 17 E., Creek Nation, Ind. T.

The affidavit of contest, filed January 28, 1901, with the Commission to the Five Civilized Tribes, alleges that about 1896 the land in controversy was improved by

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Morrison; that he fenced the land and was in possession thereof and began cultivating it in 1896; that he put about 17 acres in cultivation; that Fields filed upon said land several weeks before Morrison became aware of the fact that the land had been filed upon; that Morrison went to Fields as soon as he found that Fields had filed upon the land and showed her that she (Fields) had filed on plaintiff's improved land; that Fields promised to go before the Commission to the Five Civilized Tribes and have the filing on said land canceled; that she delayed doing this until the ninety days allowed for contest had expired, and refused to have the filing canceled.

The Commission rejected the application to contest because it was not presented within the ninety days prescribed by rule 2 of the Rules of Practice in such cases before the Commission, which rule is as follows:

Contests must be initiated within ninety days from the date of the original application for the tract of land in controversy.

Morrison attempted to appeal on March 2, 1900, contending that the Commission erred in rejecting his application, first, because Fields procured the allotment by false representations, as shown by her application to enter the land while the map on file with the Commission showed Morrison's field on the land; second, the "ninety-day ruling should not apply to this case when it is clearly shown from the affidavit of contest that the defendant obtained the entry on said land by fraud and deceit;" third, "it is plainly shown that the contestant has been in possession of the land for years and has improved the same."

In transmitting the papers the Commission recommended that, in view of the representations made by the attorneys for Morrison, "the requirements of the Rules of Practice in this particular be waived," and that the petitioner be permitted to institute a contest.

On March 17, 1900, you denied the hearing, stating that the Rules of Practice, until revoked or modified, have the force and effect of statutes; that when it is not clearly alleged that a plaintiff has been misled or that fraud and deceit have been practiced upon him by the defendant "the Department" is without power or authority to order a hearing in the case; that no such fraud or deceit is alleged as the Department will usually protect a party against, but, on the other hand, it appears to be a case of negligence on the part of Morrison for which he is solely responsible.

The "appeal" in the case was transmitted by the Commission on January 29, 1901, with an explanation as to the cause of delay, and on February 9, 1901, you advised the Commission that it had not furnished evidence that Morrison had not been notified of the right of appeal, and requested it to furnish such evidence, if possible. On April 4, 1901, it transmitted evidence that the attorney for Morrison had been, on February 28, 1901, personally notified of your decision and of his right of appeal, and stated that the records do not contain evidence that such notice had been served on Morrison prior to that date.

The notice of the Commission of February 28, 1901, advised Morrison's attorney that ten days from date of receipt of such notice were allowed in which to appeal to the Department from your decision of March 17, 1900, "and to serve a copy of said appeal on the contestee," as provided in the Rules of Practice. The Commission reported that Morrison had failed to take any further steps in the matter.

While the Department might have found reasons for allowing a hearing in this case, notwithstanding the failure to observe rule 2, the disregard by Morrison, after the specific instructions of the Commission of February 28, 1901, of the requirement as to serving a copy of the appeal on Fields warrants the Department in affirming your decision. It is accordingly hereby affirmed, and you will instruct the Commission to so advise Morrison, through his attorney.

## CREEK No. 61.

### SMITH v. McINTOSH.

APPEAL.—If the appeal be not taken within the time prescribed by the Rules of Practice, the Department is without jurisdiction to entertain the same.

An acknowledgment of service by opposing counsel of an appeal taken after the time allowed therefor does not cure the defect nor waive the right to have the said appeal dismissed.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (April 16, 1901, I. T. D., 1490–1901).*

The Department is in receipt of the communication of the Acting Commissioner, dated April 13, 1901, inclosing a report dated April 4, 1901, from the acting chairman of the Commission to the Five Civilized Tribes transmitting the record and appeal in the contest case of Lizzie Smith, contestant, *v.* Jennetta McIntosh, guardian

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of Bennie McIntosh, contestee, involving the right to select as a preliminary allotment the E. ½ of the NW. ¼ and lots 1 and 2 of sec. 31, T. 15 N., R. 18 E., Creek Nation, Ind. T., said appeal being from the decision of your office dated August 2, 1900, in favor of the contestant, and also inclosing all the papers on file in the case.

The record shows that a hearing was had before said Commission, at which both parties appeared in person and were represented by attorneys. Evidence was submitted by said parties, and a judgment was rendered by said Commission awarding the land in dispute to the contestant, Lizzie Smith, and it was ordered that the certificate theretofore issued by the Commission to the contestee, Jennetta McIntosh, guardian of Bennie McIntosh, be canceled and surrendered up. This judgment was rendered on March 27, 1900.

Upon appeal your office confirmed the action of the Commission on August 2, 1900, and in your decision attention was called to the failure of the contestee to specify in her appeal the errors relied upon, but your office, however, examined the record and stated that it failed to find any error in the findings of fact or conclusions of law and affirmed the action of the Commission.

On August 28 the acting chairman of said Commission advised your office that on August 11 notice of said judgment and a copy of said decision were served on the counsel for the parties in interest, and that no action had been taken with reference to an appeal in said case; that the records of the Commission "will therefore be made to conform to the judgment in this case, and a certificate of selection will be issued accordingly." The record also shows the acknowledgment of service of said decision of your office by the attorneys for the contestant and contestee on August 11, 1900.

The record further shows that on March 19, 1901, the attorney for the contestee filed with the Commission a paper purporting to be an appeal to the Secretary of the Interior, containing certain specifications of errors, and that the attorney for the contestant accepted service of a copy of said petition for appeal and argument on the same day without any objection that the time for filing the same had expired. Afterwards, on March 22, the attorney for the contestant filed a motion to dismiss said appeal for the reason that it was not filed within the time required by the rules of the Department, and also "for the further reason, as shown by the record, that contestee has been guilty of laches and should not at this time be allowed to profit by his own wrong."

Rule 29 of the Rules of Practice in cases before the land offices of said Commission reads:

> Appeals from the final action or decision of the Commission lie in every case to the Commissioner of Indian Affairs, and from his decision to the Secretary of the Interior, and ten days will be allowed for appeal and argument from date of notice in case of personal service, and twenty days in case of service by registered letter.

In the case at bar the acceptance of service of a copy of a decision of your office in said case was acknowledged by the attorneys on August 11, 1900, as above stated, and the appeal was not filed until March 19, 1901, more than seven months after the receipt of the judgment of your office. It has been held by the Department that if the appeal be not taken in the time prescribed by the rules, the Department is without jurisdiction to entertain the same (12 L. D., 419). It was also held in the case of Sheldon *v.* Warren (6 L. D., 800) that an acknowledgment of service by opposing counsel of an appeal taken after the time allowed therefor does not cure the defect or waive the right to have said appeal dismissed.

## CREEK No. 117.

### SMITH v. MINTON.

JURISDICTION.—The Commission and the Department alone are given authority to determine controversies involving the right to allotment, and are not subservient to the courts in such proceedings. The intention of Congress was shown in the act of March 1, 1901, section 6, wherein it states that "all controversies arising between citizens as to their right to select certain tracts of land shall be determined by the Commission."

CONSTRUCTION.—When the act of June 28, 1898, provided "that whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home, if the holder so desires," it meant where such party was in rightful possession, and the Commission was intended, by the terms of that law, to sit as a special tribunal to determine this right.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (September 7, 1901, I. T. D., 3296, 1901).*

The Department has considered the case of Maria E. Smith *v.* Ida Amelia Minton, guardian of Malvern Minton, transmitted with your letter of August 1, 1901 (Land 30285, 41122, 1901), involving, for allotment purposes, in accordance with the act of June 28, 1898 (30 Stat., 495), and March 1, 1901 (31 Stat., 861), the W. ½ of the

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SW. ¼ and the NE. ¼ of the SW. ¼, sec. 22, T. 12 N., R. 17 E., Creek Nation, Ind. T., on appeal by Minton from your decision of June 18, 1901, in favor of Smith.

It appears that on May 2, 1899, Minton selected said tracts for her minor child Malvern, and that the Commission to the Five Civilized Tribes issued to her certificate of location; that on November 2, 1899, Smith applied for the land and filed a complaint against Minton, alleging that in March, 1896, Smith took possession of said tract; that she had claimed the land ever since and with a view to selecting it for her allotment. March 22, 1900, a motion was made by defendant to have the contest dismissed for the reason that it was not initiated until more than ninety days after the application of defendant. (See Rules of Practice approved July 18, 1899.)

The Commission refused to dismiss the case, and on March 2, 1900, testimony was taken, at which time defendant introduced a copy of the judgment of the United States for the northern district of Indian Territory in the case of E. M. Smith *v.* Chauncey Minton (admitted to be the same parties to this case), at a term beginning May 1, 1899, in which it was adjudged October 25, 1899, that defendant should have and recover of and from the plaintiff the premises in controversy, the same land involved in the present case, together with the fences, buildings, and improvements thereon situated.

The findings of fact deemed material to mention, upon which mainly the Commission rendered its decision, were as follows: That Mrs. Smith is a Creek citizen entitled to enrollment; that a noncitizen by the name of Neal made the improvements on the land in dispute, and in March, 1896, sold them to the contestant, who paid therefor $400; that at the time of this sale the premises were occupied by Neal's tenant, who was continued by the contestant as her renter, and who paid the rent to her in 1896; that in 1897 the premises were rented by the contestant to a man by the name of Sykes, who in the spring of 1898 was given notice to quit the premises, but who refused and became the tenant of one Wineblood, a noncitizen, the stepfather of Mrs. Minton; that the tenant house at the time of these rentals was situated on section 21, but the breaking and improvements were on the land in dispute; that Wineblood during the years 1896 and 1897 made no claims to the controverted lands, but recognized the contestant as the owner in so far as he asked her permission to dig coal on the land; that no one disputed the ownership of the contestant until the Winebloods claimed it; that there were about 40 acres of breaking at the time of the purchase by contestant, and that contestant made no new improvements save that she had the fences repaired; that there are about 200 acres under fence, for which $400 was paid for the improvements thereon by contestant; that contestant received rent in 1897 after Mrs. Minton and Wineblood were claiming possession; that contestant has never received any pay for the improvements she purchased from Neal, and that contestant received $100 rent in 1896 and $100 rent in 1897, the latter year's rent being paid in building; that the improvements on the land were begun by Granville Douglas, whom the Creeks had once rejected, but who was afterwards enrolled; that the only title Neal had to the land and improvements was acquired through said Douglas; that at the time Neal bought the improvements from Douglas he was a claimant to citizenship; that contestant saw the instrument that purported to be a conveyance from Douglas to Neal; that same was not signed, except a couple of marks at the bottom; that contestant did not know until the trial in court that Neal got possession while Douglas was in Arkansas; that the trial was not as to the question of title to land but for improvements; that the lines were unknown, and that the fence was supposed to surround the whole improvements; that contestant testified that she did not know until the spring of 1898 that the Winebloods and Mrs. Minton were going to claim the land; that she had already rented the premises to a party for $125 cash, and who was to move there on the 1st day of January; that she called Commissioner Bixby's attention to the fact that he had said to her that no one should file on the land during the pendency of the suit in court, and that he told her whether she lost that case or not to come back and he would allow her to contest.

It appears that contestant had at the time of the hearing held a mile-square pasture away from the land in controversy for her citizen niece, Emma Spencer. It was stated that Neal testified that he had been acquainted with the land in controversy seven or eight years; that he put the first improvements on the place in 1893 and 1894; that he held possession of same two or three years, when he disposed of them to the contestant in 1896, and that at that time he had about 200 acres inclosed by pasture fence, about 40 of the 200 in cultivation, and probably 15 or 20 acres of the 120 acres in contest under cultivation; that a house was on the place, but not on this 120 acres at the time he bought it—it was on section 21; that contestant held uninterrupted possession for two years; that he did not give her a bill of sale, but that he gave her possession.

It was also stated that defendant claims title to the land in dispute through her mother, Mrs. Wineblood, who is a citizen; that Ida Minton's husband acted for his



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wife in the procurement of the interest for his wife from Mrs. Wineblood; that at the time of the purchase he took no bill of sale, and that Minton does not remember exactly how long it was after contestant filed a case in the United State court against them before they went to see Mrs. Wineblood and told her they had better have a bill of sale from Douglas, from whom they claim to have purchased; that they then fixed it up (bill of sale is with the record); that when Minton bought from Wineblood they had it rented to a man by the name of Sykes; that Minton hauled logs and built a smokehouse and crib in December, 1896 (1897), and that in January, 1897 (1898), they built a house and moved on to the place and lived there until 1899, when they moved away; that Minton never knew the contestant was making any claim to the place until the marshal brought the notice and served it on his wife; that the Mintons have been in possession personally ever since the purchase from Wineblood until March, 1899; that it appears the Mintons bought the place in the winter before the bill of sale was given; that Mrs. Minton testified that she gave her husband authority to act for her in buying the place, as she desired it for her son Malvern.

May 4, 1901, upon motion for review by defendant, the Commission rendered another decision adverse to her, in which it considered at considerable length the question of the effect of the judgment of the court upon the Commission's jurisdiction in the present controversy. Numerous references are made, both in the decision and in the arguments of each party before the Commission, to authorities on the question of res adjudicata, of which the Department has taken notice.

Without entering into any discussion in this particular, you found that the contestant had, two years prior to the time the defendant set up claim to the land, peaceable and uninterrupted possession thereof, and the husband of Mrs. Wineblood having during the time the contestant was in possession of the land requested of her permission to mine coal on the land, and the contestant having made application to the Commission to have the land in controversy set apart as her preliminary allotment prior to the date at which the contestee applied therefor, you affirmed the decision of the Commission, subject to appeal.

The act of May 2, 1890 (26 Stat., 81-93), put in force in the Indian Territory certain laws of Arkansas "not locally inapplicable or in conflict with this act or with any law of Congress," and the jurisdiction of the United States courts in the Indian Territory was defined therein.

The Department must conclude that the court never intended to render a decision which would leave the Commission without jurisdiction; if it did, that was beyond its jurisdiction. The Commission and the Department are not subservient to the court in such a matter, for they alone and not the court are given authority to determine all controversies involving the right to allotment. The adjustment of the case by the court must be considered not as conclusive but as a mere determination temporarily of the rights of the parties to occupy the land until the Commission should have an opportunity to adjudicate their claims to allotment of the land, the title to which was in the Creek Nation. The decision of the court, therefore, could not give to the defendant an absolute right. The intention of Congress is shown in the act of March 1, 1901, section 6, wherein it states that "all controversies arising between citizens as to their right to select certain tracts of land shall be determined by the Commission;" that, of course, includes cases similar to this.

Somewhat of an analogy to the questions presented in this case is found in disposing of public lands under the settlement laws. The registers and receivers of district offices, the Commissioner of the General Land Office, and the Department are not interfered with prior to passing title by the Government by the courts on occupancy questions. Any attempt to determine such a right by a court would be resisted by the Department. The similarity of conditions between the questions involved in such transaction and the step to be taken in alloting lands to members of the Five Civilized Tribes makes it clear that the Commission and the Departmen in the matter of dividing the lands of these nations between their citizens are not necessarily bound by actions of the courts in the Indian Territory. When the act of June 28, 1898, section 11, provided "that whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home, if the holder so desires," it meant where such party was in rightful possession, and the Commission was by the terms of that law to sit as a special tribunal to determine this right. Besides, the doctrine of res adjudicata can not apply to this case, for as it came before the Commission it was not the same cause of action as that before the court. The court had no authority to determine the title to the land, but the Commission was compelled practically to determine who was to receive title.

The Department finds no reason to disturb your decision and it is accordingly affirmed.

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CREEK No. 170.

TUCKER v. JAMESON.

REHEARING.—Because of the unsatisfactory character of the testimony presented on the hearing, and of the showing made on motion to reopen the case, and upon the recommendation of the Commission, it was believed that a further investigation should be had, and it was so ordered.

*Acting Secretary Ryan to the Commission to the Five Civilized Tribes (September 23, 1901, I. T. D. 3054–1901).*

The Department has received and considered your communication of July 12, 1901, transmitting a motion to reopen the case of Phoebe Tucker *v.* Gabriel Jamison, involving the SE. ¼ of the SW. ¼ of sec. 26, T. 16 N., R. 18 E., in the Creek Nation.

By Departmental letter of August 6, 1900, it was held that Jamison had the better right to this land, but it was at the same time said: "The statements of the various witnesses are so vague, indefinite, and confused that it is difficult to determine the actual facts in the case."

Because of the unsatisfactory character of the testimony heretofore presented, and of the allegations now made, it is believed that a further investigation should be had in this case, and your recommendation to that effect is approved. You will therefore again examine this matter, giving all parties claiming an interest in the land in question an opportunity to present their claims and to submit testimony in support thereof at a hearing to be held for that purpose; and upon the facts disclosed you will render a decision, from which any party feeling aggrieved will have the right of appeal as in other cases.

CREEK No. 165.

GOSSETT v. JOHNSON.

POSSESSION.—One citizen can not acquire the right to lands in any of the nations of the Five Civilized Tribes lawfully held by another citizen by going to the allotment office of the Commission and making selection of such lands.

RULES.—Rule 2 of the Rules of Practice, requiring contests to be initiated within ninety days from the date of the original application, is not applicable to a filing made by one citizen on lands lawfully in possession of another citizen. The rule which specifically provides for the protection of such occupants declares no forfeiture for failure to apply for allotments within any specified time.

*Secretary Hitchcock to the Commissioner of Indian Affairs (October 26, 1901, I. T. D. 4681–1901).*

The Department has considered the case of Isaac Gossett, stepfather and agent of Lena Jackson, *v.* Hettie Johnson, guardian of Samuel Johnson, involving the right, for allotment purposes, to lots 1 and 2 and the SW. ¼ of the NE. ¼ and the N. ½ of the SE. ¼ of the NE. ¼ of sec. 4, T. 16 N., R. 16 E., Creek Nation, on appeal by Gossett from your office decision of August 28, 1901.

It is shown that on April 6, 1899, Hettie Johnson selected for her son, Samuel Johnson, before the Commission to the Five Civilized Tribes the S. ½ of the NE. ¼ and lot 1 and the south 32 acres of lot 2, in sec. 4, T. 16 N., R. 16 E., and on January 9, 1900, to avoid, it is alleged, a conflict she relinquished this selection and in lieu thereof selected all of lots 1 and 2 and the SW. ¼ of the NE. ¼ and the N. ½ of the SE. ¼ of the NE. ¼ of said section.

February 1, 1900, Gossett applied to the Commission to have the last-described tracts set apart as the selection of his stepdaughter, Lena Jackson.

February 4, 1901, the Commission, upon the testimony submitted, awarded lot 1, the E. ½ and the E. ½ of the W. ½ of lot 2, and the SW. ¼ of the NE. ¼, and the N. ½ of the SE. ¼ of the NE. ¼ of said section to Lena Jackson and the remainder of the tract to Samuel Johnson.

Your office, May 7, 1901, decided that the W. ½ of the W. ½ of lot 1 (meaning the W. ½ of the W. ½ of lot 2) should go to Samuel Johnson, and that the remainder of the land in controversy should be held open and subject to allotment by any citizen of the Creek Nation.

On August 28, 1901, upon motion for review by Gossett, you set aside your former decision and held that Johnson was entitled to have the land in controversy set aside as an allotment to his minor son, Samuel Johnson.

The Commission to the Five Civilized Tribes stated in its decision that the complaint of Gossett was filed more than ninety days after the date of the original application of Johnson for the greater portion of the tract of land in controversy; that Johnson, however, had not pleaded the ninety-day rule or limitation (Rule 2 of

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Practice, which is as follows: "Contests must be initiated within ninety days from the date of the original application for the tract of land in controversy") as a bar to a recovery in this case, and he was deemed to have waived it.

The findings of fact appear to be fair and sufficient, and have been accepted by you.

The Commission found that the NE. ¼ of sec. 4, T. 16 N., R. 16 E., contained improvements in possession of two parties, namely, Leonard Beck and Hettie Johnson, the former having about 100 acres inclosed and about 60 acres of said inclosure in cultivation on said tract, and the latter having a house and about 3 acres inclosed and in cultivation on said tract; that Beck's inclosure takes in all of lot 1, the greater portion of lot 2, about one-fourth of the SW. ¼ of the tract in controversy, and about three-fourths of the remainder of said tract; that the Johnson house and inclosure are on the extreme west side of lot 2; that Leonard Beck is a white man, "having a wife and four children who are recognized citizens of the Creek and Cherokee nations," but who have never been enrolled by the Commission in either nation; that said Lizzie M. Miller, who was at that time the wife of Leonard Beck, made application to the Commission for enrollment of herself and children as citizens of the Creek Nation, but said application was denied because the name of Mrs. Miller (then Beck) appeared on the 1880 roll of the Cherokee Nation as a citizen of that nation; that Beck and his former wife (from whom he has been divoreed, and who is now Lizzie M. Miller) occupied that portion of the tract of land in controversy which was in their possession for eight years, and that they controlled about 19 forty-acre tracts of land in the Creek Nation, portions only of some of said 19 forty-acre tracts being within the inclosure of said Beck and his former wife; that about March 1, 1899, Beck contracted to sell the improvements belonging to himself and wife, which were located on the tract of land in controversy, together with other improvements owned by said parties, to said Gossett and his wife, Mollie Gossett, the latter being a citizen of the Creek Nation and having several citizen children, but that said contract was not reduced to writing until January 2, 1900; that the sale so made by Beck to said Gossetts was never ratified by his divorced wife until November 9, 1900. This ratification is as follows:

Know all men by these presents that I, Lizzie M. Miller (formerly Lizzie M. Beck, the wife of Leonard Beck, of Coweta, I. T.), having claims as a Cherokee and Creek Indian citizen, and whereas my said claims have not as yet been settled by the Commission to the Five Civilized Tribes, and whereas my former husband, Leonard Beck, on behalf of myself and our children has sold the improvements and land mentioned in said bills of sale, to wit: SW. of SW. of sec. 4, NW. of NW. of sec. 9, and the SW. of NW. of sec. 9, Tp. 19, R. 16 east, and the E. ½ of SW. and S. ½ of NE. of sec. 33, and SW. of NW. and W. ½ of SW. of sec. 34, T. 17, R. 16 east, and NW. of NW. of sec. 3, and N. ½ of NE. and SW. of NE. and N. ½ of SE. of NE. of sec. 4, T. 16, R. 16 east, to Mollie Gossett and Isaac J. Gossett for the use and benefit of the said Mollie Gossett and her children (the said Mollie and children being Creek freedmen).

And whereas said sale will be for the benefit of our said children as agreed upon between the said Leonard Beck and myself, and the said sale being advantageous to said children.

Now, therefore, I, the said Lizzie Miller, in consideration of the premises, do hereby ratify and confirm the said sale so made to said Gossetts and do hereby relinquish and set over to said Mollie Gossett and her children all the right, title, and interest which I have in and to said above-described improvements and lands, and I do hereby request the Commission to the Five Civilized Tribes to set apart to said Gossetts said entire tract, as I hereby relinquish the same and claim for myself and my said children no further interest in the same.

It was stated by the Commission that the holding by the Becks of the 19 forty-acre tracts could not be said to be an excessive holding, because each Creek citizen who is enrolled by the Commission is entitled to select 160 acres of land in the Creek Nation; that should it be finally determined that Mrs. Beck and her four children are entitled to enrollment in that nation, they would be entitled to select, in the aggregate, 20 forty-acre tracts of land in said nation; that if, pending a final determination of the rights of Mrs. Miller and children to be enrolled as citizens of the Creek Nation, she desired to transfer her lawful holdings in the Creek Nation, there was no law or rule that prohibits her from doing so; that this she had done, and from the moment the transfer to Gossett and his wife and children was made, the right of Mrs. Miller and her children to the tracts of land in controversy became vested in Gossett's wife and his children.

In your decision of August 28, 1901, you held that Beck had no right to transfer the improvements on the land to any person because he is a citizen of the United States and not of the Creek or Cherokee Nation, and had been divorced from his wife prior to the date of the attempted sale by him, and that his former wife, Lizzie Miller, had no power to ratify or confirm such attempted sale because she had been denied citizenship in the Creek Nation by the Commission to the Five Civilized Tribes, and as it does not appear that she had for several years attempted to exercise ownership or control over any portion of the land, but had appeared to consider it to be the land and property of her former husband, that therefore "the attempted assignees of Beck gained no right by such purported assignment," and that they were never in actual possession of the land.

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The Department concurs in the views of the Commission as to Rule 2 of Practice, and that one citizen can not acquire the right to lands in any of the nations of the Five Civilized Tribes lawfully held by another citizen by going to the land office of the Commission and making selection of such land. The rule is not applicable to such cases. The law, which specifically provides for the protection of such occupants, declares no forfeiture for failure to apply for allotment within any specified time.

It is alleged in the appeal which brings the case before the Department that on May 8, 1901, the Commission to the Five Civilized Tribes enrolled Lizzie Miller, formerly Lizzie Beck, and her four children as members of the Creek tribe, but it is deemed unnecessary for the Department to delay action to have the Commission verify this statement, for it is not questioned that Mrs. Miller and her children are Cherokee citizens, if not Creek, and section 22 of the act of June 28, 1898 (30 Stat., 495), provides: "That where members of one tribe, under intercourse laws, usages, or customs, have made homes within the limits and on the lands of another tribe they may retain and take allotment, * * * or such settler, if he so desire, may make private sale of his improvements to any citizen of the tribe owning the lands."

Section 5 of the Creek agreement—act of March 1, 1901 (31 Stat., 861)—provides that, "If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements." * * *

The Department considers that such rights as Beck and his wife had in the property remained in the four minor children (who remained mostly with their father) after the separation of him and his wife by divorce, if ever lost by Mrs. Miller, and that the proper parent was the person to protect the interests of these children, and, for that purpose, could dispose of the valuable improvements and the right of occupancy for the benefit of such children; that even if the former wife of Beck were not so situated, though there is nothing to show that she was not, whatever right, if any, she may have had was waived by her acquiescence in the agreements made by her husband with the Gossetts. These agreements, while contrary to the regulations prescribed under the act of June 28, 1898, were sufficient to place the Gossetts immediately in possession of the land by virtue of Beck's tenancy under the agreements.

The decision of your office is therefore reversed and that of the Commission to the Five Civilized Tribes is affirmed.

## CREEK No. 397.

### McNAC v. WADSWORTH.

CONSTRUCTION OF STATUTE—Section 5 of the Creek Agreement, approved March 1, 1901, and ratified by the Creek National Council on May 25, 1901, does not authorize one citizen to file on land lawfully held by another citizen, and the failure of a Creek citizen to record his selection in the office of the Commission within ninety days after May 25, 1901, did not authorize any other citizen to select the lands improved by him, and of which he was in possession as his home, unless such citizen had land in excess of what he and his minor children were entitled to take.

IMPROVEMENTS—Creek citizens are charged with notice of the improvements made by other citizens upon Creek lands, and if one Creek citizen selects lands improved and occupied as the home of another citizen, said last selection will be held subject to the right of the citizen having his home upon the land and owning the improvements, to show that he has selected such land as his home and does not have in his possession lands in excess of that to which he is entitled.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (December 12, 1901, I. T. D. 5398–1901).*

The Department is in receipt of your report of December 9, 1901, transmitting the record in the contest case of Samuel McNac, contestant and appellant, *v.* Matt Wadsworth as mother of Newman Wadsworth, deceased, contestee and appellee, on appeal from the decision of the Commission to the Five Civilized Tribes to your office.

The land involved is the S. ½ of the NW. ¼ and the N. ½ of the SW. ¼ of sec. 25, T. 13 N., R. 15 E., Indian meridian, containing 160 acres.

The record shows that on August 28, 1901, said land was selected by Matt Wadsworth for Newman Wadsworth, deceased, and by the Commission reserved as a selection for allotment to said Newman Wadsworth; that on September 18, 1901, the contestant, Samuel McNac, applied to the Commission to have said tract of land set apart as his selection for allotment, and he was notified that said land had been set apart as the allotment for Newman Wadsworth; therefore the Commission refused to issue to said McNac a certificate showing his selection of said tract. It further appears that on September 18, 1901, the contestant McNac filed a complaint before

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said Commission, wherein he sets forth the facts concerning his application for said tract, and further states that he lives on said land and has a house and other valuable improvements thereon; that there are about 75 acres of cultivated land in the tract; "that neither Matt Wadsworth nor Newman Wadsworth, deceased, has or ever had any interest in said land or improvements, and that this contestant never gave his permission to them, or either of them, to file on said land; that he desires said land for a home, and has no other land whatever;" and he requested that a hearing should be ordered to determine his right to have said tract set apart to him. The Commission held that a hearing should not be ordered upon said complaint upon the grounds that the plaintiff McNac had failed to comply with the requirements of section 5 of the act of March 1, 1901 (31 Stat., 861), ratifying the Creek agreement.

You recommend that the decision of the Commission be reversed, and that a hearing be ordered.

Section 5 of the Creek agreement reads as follows:

If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but, after the expiration of ninety days from the ratification of this agreement, any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

The question at issue involves the proper construction of said section. The Commission has quoted only the last part of it, commencing with the words, "after the expiration of ninety days." You are of the opinion that that part of it is limited in its effect to the class of citizens mentioned in the preceding part of the section; that the failure of a Creek citizen to record his selection in the office of the Commission within ninety days would not authorize any other citizen to select the lands improved by him, and which he was in possession of as his home, unless such citizen had "lands in excess of what he and his wife and minor children are entitled to take."

Creek citizens are charged with notice of the improvements made by other citizens upon Creek lands, and if one Creek citizen selects land improved and occupied as a home of another Creek citizen, said last selection will be held subject to the right of the citizen having his home upon the land and owning the improvements to show that he has selected such land as his home and does not have in his possession lands in excess of that to which he is entitled. Moreover, section 3 of said agreement declares that "There shall be allotted to each citizen one hundred and sixty acres of land, boundaries to conform to the Government survey, which may be selected by him so as to include improvements which belong to him," and in the case at bar the amount of land in controversy is only 160 acres.

The Department concurs in your recommendation that the judgment of the Commission dismissing McNac's contest should be reversed and a hearing ordered. You will so advise the Commission.

## CREEK No. 348.

### LOONEY v JACKSON.

EXCESSIVE HOLDINGS.—Where a citizen of the Creek Nation had filed upon all the land to which he and the members of his family were entitled, and an excessive holding after such filing, was filed upon by the contestee, a sale thereof by the holder of such excess, subsequent to contestee's filing, conveyed no rights to the contestant as against the contestee.

NOTICE.—The object of the rule requiring notice to be given by an applicant of his intention to apply for land in possession of another citizen was fully accomplished where it appeared on the hearing that the land in controversy was, on the date of contestee's filing, an excessive holding of the citizen through whom the contestant claims, and failure to give such notice does not invalidate contestee's filing.

CONSTRUCTION OF STATUTE.—Section 5 of the Creek Agreement, permitting a citizen in possession of excessive holdings to transfer his interest in such excess, does not apply to an excessive holding upon which a lawful filing was made prior to the ratification of the agreement.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 14, 1902, I. T. D. 191–1902).*

The Department has considered the case of Joseph Looney, attorney in fact for Melinda Fife *v.* George Jackson, involving the NE. ¼ of sec. 8, T. 16 N., R. 12 E., Creek Nation, on appeal from your decision of November 19, 1901, in favor of Jackson.

There is no dispute as to the facts. October 6, 1899, Jackson selected said tract as an allotment, and it was set apart to him by the Commission to the Five Civilized

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Tribes. At that time the land was an excessive holding of John C. Maxwell, a Creek Indian, 90 acres of it being in cultivation and inclosed by an eight-wire fence, the remaining 70 acres being inclosed by a rail and wire fence, the improvements having been placed upon the land for Maxwell in 1895 by his tenant. On September 12, 1898, he selected land for himself and the members of his family entitled to allotment, but made no claim to the land in controversy. On July 18, 1901, he "transferred his interest" in the land to Fife, and on that day Looney made application to the Commission to the Five Civilized Tribes for the tract to be set aside as the selection of Fife by virtue of such alleged transfer alone, which application was rejected on account of the selection of Jackson, and an affidavit of contest was at once filed. Fife never was in actual possession.

Both you and the Commission to the Five Civilized Tribes find that at the time Jackson made his filing Maxwell had no right to the land; that it was an excessive holding by him, contrary to the seventeenth section of the act of June 28, 1898 (30 Stat., 495), and therefore Fife could not acquire any such right through him as is asserted. The main contention by appellant is that when Jackson made his application to have the land set aside to him he swore falsely that he had Maxwell's permission to file for the tract, and that he did not comply with the regulations of the Department, that "any citizen of either of said tribes desiring to make selection of land occupied by another citizen shall be required to give such occupant ten days' notice of the time of filing his application, and if, upon hearing of evidence adduced by both parties, the Commission is satisfied that such lands are held by occupants contrary to the provisions of sections 16 and 17 of the act of Congress of June 28, 1898, certificate of selection shall be issued to the applicant, subject to the right of appeal to the Secretary of the Interior;" that therefore his allotment selection should be canceled.

The Commission held that by the hearing in this case the object of such notice had been fully accomplished; that as to the alleged false statement, it developed on the hearing that such statement was not material, the land being an excessive holding. With this the Department concurs.

While the fifth section of the Creek agreement, act of March 1, 1901 (31 Stat., 861), provides that—

> If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select land so as to include such improvements; but after the expiration of ninety days from the ratification of this agreement, any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires;

as Maxwell was not in legal possession, only in physical possession, Jackson having made a lawful filing was thereby in legal possession. This being true, his selection was confirmed by section 6 of said act, provided no objection exists other than is shown by the record in this case.

Your decision is accordingly affirmed.

## CREEK No. 246.

### STIDHAM v. MORRIS.

TESTIMONY.—Where the testimony was unsatisfactory and not sufficiently clear and explicit the case was remanded for further hearing.

CITIZENSHIP.—A person claiming to be a citizen of the Creek Nation is entitled to make application for allotment and to file contest therefor, though the question of her citizenship be pending and undetermined before the Commission.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 15, 1902, I. T. D. 203–1902).*

January 10, 1902 (Land 1022–1902), you transmitted the case of Nellie Stidham *v.* Lena Morris, involving the NE. ¼ sec. 11, T. 14 N., R. 18 E., Creek Nation, on appeal from your decision of December 4, 1901, adverse to Morris.

It is claimed that in 1892 S. B. Callahan and Benton Callahan fenced in two sections of land according to Creek law, the land in question being within the inclosure; that in 1898 Stidham was a member of S. B. Callahan's family, and on Christmas day of that year the Callahans, it is positively sworn, gave her permission, not, however, in writing, to select this land as her home; that S. B. Callahan has continued in possession of the land as her agent, using the rentals in the support of his family,

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of which she is a member. It is shown that on April 22, 1899, said tract was selected as an allotment by Morris, and the Commission to the Five Civilized Tribes set it apart to her as her selection; that on April 27, 1899, S. B. Callahan wrote Commissioner Bixby that he had selected certain tracts, mentioning the one in controversy, for certain members of his family, one of said tracts for Stidham; that on November 2, 1900, Stidham made application to the Commission to have the land involved set apart to her as an allotment, which was refused on account of Morris's claim, and that on November 8 the contest was begun. It is claimed that after April, 1899, Stidham presented herself to the Commission's land office at Muskogee and made application, apparently a verbal one (if written, it is not found with the record), for allotment of the land in controversy, but, the Commission states in its decisions in this case, it was her's because the question of her citizenship was pending, which was not settled until September 13, 1900, in her favor. When Morris made her selection she did not give notice to Stidham or the Callahans, as provided in the amendments of April 7, 1899, to the regulations governing the selection of allotments of October 7, 1898, namely: "Any citizen of either of said tribes desiring to make selection of lands occupied by another citizen shall be required to give such occupant ten days' notice of the time of filing his application," but on June 14, 1900, she served notice on S. B. Callahan of the fact that she had made the selection. She is shown to have stated at the time of selection, April 22, 1899, that the land was part of the Creek public domain, that no one was claiming it, and that it had no improvements on it—"it is in a pasture"—while it is shown by the testimony that she knew the land was under fence, and if she had made proper effort she could have informed herself easily as to its occupancy. She has no improvements upon the land, and has not had possession.

Benton Callahan, at the suggestion of S. B. Callahan, brought contest for the land in dispute for one of his children, but withdrew it in October, 1900, for reasons satisfactory to him. You found that this action by Benton Callahan does not impeach the genuineness of the transfer of the land to Stidham; that though Callahan informed her of the intention to bring the contest, she did not give her consent and was in no way a party to it.

It is contended by Morris that Stidham did not initiate her contest within the time prescribed by Rule 2 of Practice, which provides: "Contests must be initiated within ninety days from the date of the original application for the tract of land in controversy;" that on account of Stidham's alleged negligence, it will injuriously affect her if she does not procure this tract, as she will have to go elsewhere to procure an allotment, most of the good land having been already selected.

The Department is not willing to disturb Morris in her claim upon the testimony furnished, and the case is remanded for further hearing. The Callahans are the only persons who testified to the verbal transfer or conclusion to transfer their right of possession to Stidham on Christmas day, 1898. She herself says she does not know when the Callahans concluded to allow her to have the tract; some time in 1899, in the spring. Her testimony, which should have been clear and explicit, is very unsatisfactory on this point. If any understanding with her was had in 1898 it is not shown that she made any diligent effort to procure an allotment. It is asserted that she appeared before the Commission about June, 1899, to make selection, and while the record fails to show that the records of the Commission to the Five Civilized Tribes furnish any evidence of the alleged attempt, it is conceded by the Commission to have taken place. The Callahans appear to be thrifty, intelligent men, and they should have known that the Commission's action, if it refused to allow Stidham to place her claim for allotment of record and file contest affidavit, to be held pending the adjudication of her claim to citizenship, was erroneous, and should have taken proper steps to protect her rights. Instead of that they and Stidham, who is not a minor, allowed Morris's claim to stand unattacked for almost two years, except that S. B. Callahan induced his son in the summer of 1899 to bring a contest for his child's benefit, which he abandoned. As for the misleading statements made by Morris at the time of her filing, which was but a very short time after the amendatory regulations of April, 1899, Stidham was not injured thereby, for in June, 1899, Morris gave the Callahans written notice through the United States Indian agent of her selection.

The papers received with your letter are herewith returned, and you will instruct the Commission to the Five Civilized Tribes to advise the parties in interest that Stidham will be allowed to submit on a day to be fixed by it further evidence as to the alleged transfer of interest from the Callahans to her, and show the facts as to her attempts to assert her claim, and any other facts connected with the matter she may deem material. Morris will be allowed to cross-examine Stidham's witnesses and submit any proper evidence she may desire.

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## CREEK No. 198.

### MARWEOLY v. HUTTON.

POSSESSION.—The contestee, a citizen of the Creek Nation, had no right to file upon land within an inclosure belonging to another citizen on the theory that the said tract was an excessive holding and because he regarded it as public domain; and the contestant being in lawful possession of the said tract, through his tenant, at time of contestee's filing, is entitled to take the same in allotment.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (January 20, 1902, I. T. D. 264–1902).*

With your letter of January 13, 1902 (Land 64014–1901 and 341–1902), you transmitted the records in the case of Marweoly *v.* Dock Hutton involving, for allotment purposes, the S. ½ of the NE. ¼ sec. 21, T. 14 N., R. 13 E., Creek Nation, on appeal from your decision of November 23, 1901, affirming the decision of the Commission to the Five Civilized Tribes in favor of Marweoly.

The Commission found that Hutton claimed the right to file on the land solely on the ground that he considered it public domain of the Creek Nation when it was set apart to him, and that, though he knew it was within an inclosure, he made no effort to ascertain to whom the inclosure belonged, and gave no notice to anyone of his intention to file, as provided by the regulations of April 7, 1899, namely: "Any citizen of either of said tribes desiring to make selection of lands occupied by another citizen shall be required to give such occupant ten days' notice of the time of filing his application, and if upon hearing of evidence adduced by both parties the Commission is satisfied that such lands are held by the occupant contrary to the provisions of sections 16 and 17 of the act of Congress, June 28, 1898, certificate of selection shall be issued to the applicant, subject to the right of appeal to the Secretary of the Interior." It was held that Hutton had no right to regard the land as "an excessive holding by Severs, or as public domain of the nation;" that Marweoly having been in possession, through his tenant, Severs, is entitled to the land. Your decision was based upon the same ground, in which you held "that the transfer of the improvements, to wit, a string of wire fence that was on this land, to the contestant—Marweoly—by Mr. Severs, the owner of said improvements, gave Marweoly a right to select said land, and that he entered into possession of the same through his tenant."

The Department concurs in your conclusions, and your decision is affirmed.

## CREEK No. 263.

### FRANKLIN v. FRANKLIN.

RULES.—Rule 2 of the Rules of Practice, requiring that contests must be initiated within ninety days from the date of the original application, is not applicable to a filing made by one citizen on lands lawfully in possession of another citizen. The law which specifically provides for the protection of such occupants declares no forfeiture for failure to apply for allotment within any specified time.

POSSESSION.—One citizen can not acquire the right to lands in any of the nations of the Five Civilized Tribes lawfully held by another citizen by going to the allotment office of the Commission and making selection of such lands; and where the contestee filed upon land in possession of the contestant containing improvements belonging to contestant, and no consideration was shown nor any agreement for that purpose, the contestant should be permitted to take in allotment the land in controversy.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (April 30, 1902, I. T. D. 2562–1902).*

The Department has considered the case of Dilsie Franklin, by her husband, Tobe Franklin, *v.* Stephen Franklin, involving lot 4, sec. 6, T. 14 N., R. 16 E., Creek Nation, on appeal from the decision of your office of March 22, 1902, holding that the Commission to the Five Civilized Tribes erred in overruling a demurrer of the defendant asking that the complaint be dismissed because—

1st. The contest was not initiated within 90 days from the date of the application for the tract of land in controversy.

2d. Because the record shows the contestee to be, and has been, in possession of the land in controversy since May 13, 1899.

It appears that on May 13, 1899, Stephen Franklin selected the NW. ¼ of said section 6 for allotment purposes, which tract includes said lot 4; that on January 31, 1901, Tobe Franklin made application for said lot for his wife, and on February 25, 1901, instituted the contest which brings the case here, claiming that he was the owner of the improvements on said tract, consisting of land cultivated, and that he had never disposed of the possessory right to the defendant.

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After the dismissal of the motion mentioned, testimony was taken and the Commission to the Five Civilized Tribes rendered its decision in favor of the plaintiff, in which it found that the land in controversy is nearly all in cultivation and that it was placed in cultivation and fenced by Tobe Franklin about the year 1891; that said Tobe Franklin had been in continuous possession of the same from that date up to the time of the filing of the contest in this case; that there is testimony in this case on the part of the defendant of an agreement between him and Tobe Franklin, by the terms of which the defendant was to file on the land in controversy, but this testimony is contradicted by plaintiff's witnesses, and there is no showing on the part of the defendant of any consideration paid for the privilege of filing on this land, nor is there any good reason shown why the plaintiff would gratuitously permit the defendant to file on nearly 40 acres of cultivated land which had been segregated from the public domain of the Creek Nation and cultivated by Tobe Franklin for a period of ten years; that the defendant does not claim that he has offered to pay anything for said improvements, but that he considered himself in no way indebted to the plaintiff for the same; that it is not reasonable to suppose that the plaintiff would voluntarily relinquish his right to hold a tract of cultivated land which represented several years of labor unless he was holding more land than he was entitled to hold, which does not appear in this case.

There may be grave doubt whether Tobe Franklin agreed, prior to Stephen Franklin making his selection, that the latter should have this land. The evidence is conflicting, but the weight of the evidence is in favor of the contention that no consent was given for the contestee to file upon said land. The decision of your Commission in overruling the demurrer of the contestee was manifestly correct.

In the case of Gossett *v.* Johnson, decided by the Department on October 26, 1901, it was stated:

> The Department concurs in the views of the Commission as to Rule 2 of "Practice," and that one citizen can not acquire the right to lands in any of the nations of the Five Civilized Tribes lawfully held by another citizen by going to the land office of the Commission and making selection of such land. The rule is not applicable to such cases. The law, which specifically provides for the protection of such occupants, declares no forfeiture for failure to apply for allotment within any specified time.

The decision of the Acting Commissioner of Indian Affairs is reversed, and the decision of the Commission is affirmed, namely, "that lot 4 of section 6, township 14 north, range 16 east of the Indian meridian, be awarded to Dilsie Franklin, the contestant herein, and that a certificate of selection be issued to her for said tract; that the certificate of selection heretofore issued to Stephen Franklin, the contestee, for the land in controversy be recalled and canceled, and a new certificate be issued to him in conformity with this judgment, and that the records of the Creek allotment office be made to conform in all things to this decision."

### CREEK No. 246.

### STIDHAM v. MORRIS.

POSSESSION.—Where contestee filed upon land within an inclosure which had been conveyed to the contestant by a citizen in the possession of said inclosure, who acted as contestant's agent in the control of said land, and where contestee informed the Commission, when she made application therefor, that no one was in possession of said tract, her filing should be canceled, and the land should be awarded to the contestant.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (May 13. 1902. 203–1902, and 2982–1902).*

On January 15, 1902, the Department directed the return to the Commission to the Five Civilized Tribes of the papers in the case of Nellie Stidham *v.* Lena Morris, involving the right for allotment purposes to the NE. ¼ of sec. 11, T. 14 N., R. 18 E., Creek Nation, in order that further testimony might be taken.

Both you and the Commission had decided in favor of Stidham.

On May 2, 1902, the Commission returned the record, together with supplemental testimony and further argument by both parties. The Commission did not render another decision, and the Acting Commissioner, May 8, 1902 (Land, 26979–1902), submitting the papers, states that he does not consider it proper to make any report on the merits of the case unless the Department requests it, and in that event he prefers that the Commission should be required to render a decision upon the whole record.

The Department assumes that the Commission considered that the supplemental testimony merely corroborated the evidence upon which its decision was based and that another decision was unnecessary. However that may be, the Department does not consider it necessary to remand the case for another decision.

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It appears that on April 22, 1899, said tract of land was selected by Morris for allotment, and that on March 8, 1900, Stidham brought her contest, alleging that prior to April 8, 1899, S. B. Callahan was in peaceable possession of the land and gave her possession and transferred his interest to her; that soon after Callahan made application to the Commission to the Five Civilized Tribes to file for an allotment for this tract for Stidham, but was not permitted to do so because Stidham's citizenship status had not been determined. This question has been settled, you having found, September 13, 1900, that Stidham was entitled to enrollment as a Creek citizen, of which she was advised some time in October, 1900. The contest was not brought within ninety days from the filing of the application by Morris (see Rule 2 of Practice), but as to that the Department held, October 26, 1901, in the case of Gossett *v.* Johnson, that—

The Department concurs in the views of the Commission as to Rule 2 of Practice, and that one citizen can not acquire the right to lands in any of the nations of the Five Civilized Tribes lawfully held by another citizen by going to the land office of the Commission and making selection of such land. The rule is not applicable to such cases. The law, which specifically provides for the protection of such occupants, declares no forfeiture for failure to apply for allotment within any specified time.

The Commission found, in which finding you concurred, that Morris obtained her filing by fraud and deceit, consisting of the sworn statement by her at the time of filing that no one else claimed the land nor had any improvements thereon, when in fact it was embraced in Callahan's pasture and improved; that Stidham resided with Callahan for several years and had always been treated as a member of his family; that on Christmas, 1898, at the family reunion at the residence of Callahan, it was agreed by Callahan that Stidham should have the tract of land in controversy; that there was no written conveyance, but the testimony made it clear that it was the intention of the parties that Stidham should have the land for her allotment, and that since that time she has been in continuous possession thereof, Callahan acting as her agent.

It was also found that on June 14, 1899, Morris gave notice to Callahan that she had selected this tract as her allotment, and that on June 24, 1899, Callahan's son, Benton Callahan, fearing that Stidham would be refused citizenship, made application for the allotment of the land for his minor children, and on August 22, 1899, filed a contest against Morris, but on October 28, 1899, withdrew the contest, as "he did not wish to pay the costs of continuing the said contest and that he had secured selections for his children elsewhere."

The Commission held that had Morris not misled it she would not have been allowed to select the land; that while it may be unfortunate that she may be compelled to go elsewhere for her allotment, it is her own fault in selecting the land in lawful possession of another citizen; that Stidham became possessed legally of the land in December, 1898, and has continued in possession, and that she should be allowed to make an allotment thereof, and that the certificate of Morris should be recalled and canceled.

In remanding the case the Department had some uncertainty as to the justice of your decision, owing particularly to the unsatisfactory testimony of Stidham in regard to the surrender of Callahan's rights to her in December, 1898, and apparent want of diligence on her part, and that of Callahan, in asserting her claim.

The testimony now submitted satisfactorily shows that Stidham, a full-blood Indian about 17 or 18 years of age at the time the contest was instituted, was not mentally able to testify intelligently. Callahan testifies that he does not consider her competent to transact her business affairs "any more than a child 10 years of age;" that her mental development has been very poor, and that she can hardly remember anything, and is very dull of comprehension. In this he is corroborated by Dr. Callahan.

As to Callahan's failure to insist on the Commission to the Five Civilized Tribes allowing him to prosecute this claim for the land in 1899, he says: "I supposed the Commission knew what the law was, and when I applied to them they informed me that I could not, and I supposed that was the ultimatum; I didn't know anything else to do, at least I didn't know what else to do; I was relying on their information in the matter."

The Department finds the evidence sufficient to warrant the conclusion that Callahan has acted in good faith with the view to securing the land for Stidham, and that there was an understanding, as alleged by Callahan, that Stidham should have such tract, and that Stidham was not competent to attend to matters of business, and that the delay in asserting her claim arose out of her ignorance and out of Callahan's reliance on the erroneous ruling of the Commission.

The Department therefore affirms your decision.

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CREEK No. 268.

LESTER v. SMITH.

IMPROVEMENTS.—Where a noncitizen was in possession of the tract of land in controversy for his citizen children, and as to such children said tract was an excessive holding, it was held that the contestee was entitled to retain the same as against the contestant, who claimed through purchase of the improvements from the said noncitizen, it not appearing that a bona fide sale of the improvements had been made.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (May 16, 1902, I. T. D., 3115–1902).*

May 13, 1902 (Land 19549), the Acting Commissioner transmitted the appeal of Zamon Lester from the decision of your office of April 10, 1902, adverse to Lester in the case of said Lester versus Louvina Smith, involving the SE. ¼ of the NW. ¼ sec. 6, T. 15 N., R. 19 E., Creek Nation, Ind. T.

It is shown that on February 21, 1901, Smith selected this tract of land and lots 3 and 4 of said section for allotment purposes; that on April 8, 1901, Lester brought his contest, alleging "that he claims the said land by virtue of being the owner of all the improvements thereon situated, which he purchased from one George Shannon, who, under the rights and customs of the Creek Nation many years ago segregated said lands from the public domain in the right of his wife and minor children, who were Creek citizens; that all of said land is in a good state of cultivation, and that it has thereon houses, wells, outbuildings, and all other necessary improvements for a home; that he was in the lawful and peaceable possession of the premises in question on the 21st day of February, 1901, when Louvina Smith made application for the same; that Louvina Smith has no sort of improvements thereon, and never did have, and that this contestant is the owner of all the improvements situated upon said land."

Testimony was taken upon which the Commission rendered the decision in favor of Smith. A motion for rehearing was filed and denied by the Commission, and an appeal was taken to your office, where the decision of the Commission was affirmed.

It appears that prior to the act of June 28, 1898 (30 Stat., 495), George Shannon had had inclosed, cultivated, and held a considerable body of land, embracing the tract in controversy, or at least a large portion of it, and it is claimed by Lester that the latter tract, all in cultivation, was in excess of the amount of land the Shannon family was entitled to; that soon after said act, time and place not shown, Shannon verbally agreed to surrender possession to him and remain as tenant, the term of the agreement being that in consideration of the improvements on the tract Shannon was to have the use of the land for five years. There is no otherwise alleged occupancy by Lester.

The Commission held in its first decision that Lester testified to owning the improvements on this tract in contest on the east side of the railroad running through the tract, but follows this testimony with statements relating to a "swap" of his lands and improvements to Shannon, so vague and indefinite as to convey but little information; that the Commission therefore considered as testimony the sworn allegations of contestant in his complaint that he "claims the said land by virtue of being the owner of all the improvements thereon situated, which he purchased from one George Shannon," as being more definite and certain than his testimony on the hearing relating to said improvements; that Lester is not and never has been the owner or in possession of the improvements on the land in controversy; that same were owned and held by Shannon, a noncitizen; that Smith, being a citizen of the Creek Nation and duly listed for enrollment, was entitled to have said premises set apart to her as a portion of her selection for allotment.

In its decision on the motion for rehearing, the Commission stated that the land in controversy at the time of Smith's filing was held by Shannon, a citizen of the United States and father of five children by a Creek wife, who are citizens of the Creek Nation and entitled to allotments therein, one being a minor; that at that time all of these children had selected and had had set apart to them all of the lands to which they were entitled as Creek citizens, and that as to all of Shannon's children the tract in controversy was an excessive holding; that Lester claims that he attempted to file on the land some time prior to Smith's filing, but was not permitted to do so by the Commission because Shannon had not accompanied him to the allotment office to explain to the Commission his sale to Lester of the improvements; that the improvement plats made under the direction of the Commission show a narrow strip of land in controversy running north and south along and on the east side of the Missouri, Kansas and Texas Railroad right of way; that there is a small house upon said strip which contains, approximately, eight acres, and that said strip of land was

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a part of a tract of land originally held by Lucy Lester, wife of plaintiff; that the records of the Commission show that the plaintiff selected 105.53 acres of land for himself and 60 acres of land for his wife on August 26, 1899, leaving out the strip of land in question, which remained open for selection about eighteen months before Smith included the same in her application; that if the alleged sale had been made by Shannon to Lester, Shannon should have furnished such information, for on February 10, 1901, he was served with a notice by Smith of her intention to make application for the land; that Shannon did write a letter to the Commission protesting against Smith's filing, and states that he had not yet filed for all of his family; that when Shannon went to the allotment office, as alleged, in 1899 with Lester, he should have explained to the Commission the sale by him of the improvements on the land in controversy, so that Lester could have filed at that time; that Shannon had two opportunities to put himself on record before the Commission concerning his alleged sale of improvements on the land, but did not avail himself of the first opportunity, and on the last occasion, when he was called upon by the notice served upon him to state his position with respect to the land in contest and the improvements thereon, he not only failed to state what the facts were, as he now claims them to be, but attempted to mislead the Commission into believing that some of his family were yet entitled to file, and that they would probably file on the land.

The Acting Commissioner found that the principal proposition involved is whether or not Shannon did actually and in good faith sell and transfer to Lester the improvements on and possession of the land in controversy; that Shannon stated in his testimony that he sold the improvements on this tract to Lester, and that Lester was prevented from filing for the reason that witness was confined to his house and was unable to go to the allotment office; that in August, 1899, after Shannon's alleged sale of this land to Lester, Shannon accompanied Lester to the allotment office and on this occasion Lester filed for 105.53 acres directly north of the land in contest, and no explanation was made to the Commission relative to the alleged sale of the improvements on the land in contest; that apparently had the sale been made to Lester at the time Shannon states in his testimony, Lester would have filed on this land in 1899; that in February, 1901, after Shannon had received notice from Smith that she intended to file, he dictated a letter to the Commission, in which he stated: "I have the farm all improved and have not yet filed all of my family;" that it is shown that at this time all of the children of Shannon had selected and had had set apart to them all of the lands to which they were entitled as Creek citizens, and that it does not appear from this letter that Shannon recognized Lester as in possession of the land; that there is no evidence, except the testimony of Shannon and Lester, showing that Shannon transferred or intended to transfer the improvements on this land in contest to Lester; that there is evidence to show that Lester, acting for and in Shannon's behalf, made efforts to procure other parties to file on this land on the proposition that Shannon wanted some one to file on the land that he could trust, so that he could buy the land in a year or two; that Lester never had possession of the land in controversy, and the alleged transfer from Shannon to Lester has not been established.

The plaintiff complains that neither your office nor the Commission took notice of the provisions of section 5 of the Creek Agreement, act of March 1, 1901 (31 Stat., 861), which reads:

> If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but after the expiration of ninety days from the ratification of this agreement any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

He claims that according to such provision Shannon was in actual possession of the land for his children and had until August 29, 1901, to make disposition of the land, and that therefore Smith's selection is illegal.

The answer to this contention is that neither Shannon nor his children are parties to the present controversy and that the Department is not called upon to express any opinion as to their rights, if any they have. It agrees with the Acting Commissioner that the main question is whether there was a bona fide surrender of possession by Shannon to Lester of the lands involved, as alleged, and finds that the testimony is too uncertain, vague, and contradictory to warrant any other conclusion than that reached by the Acting Commissioner and the Commission to the Five Civilized Tribes. The decision of your office is therefore affirmed.

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CREEK No. 267.

SOOKEY v. SMITH.

PRACTICE.—Where a motion for rehearing is filed after decision by the Commission, the ten days within which an appeal may be taken from said decision under rule 29 of the rules of practice is computed from the date of notice of the decision on the motion for rehearing, and not from date of notice of the original decision.

IMPROVEMENTS.—Where a noncitizen was in possession of the tract of land in controversy for his citizen children, and as to such children said tract was an excessive holding, it was held that the contestee was entitled to retain the same as against the contestant, who claimed through purchase of the improvements from the said noncitizen, it not appearing that a bona fide sale of the improvements had been made.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (June 2, 1902, I. T. D. 3350–1902).*

May 27, 1902 (Land 19550–1902), the Acting Commissioner submitted the case of Wylie Sookey *v.* Louvina Smith, involving lots 3 and 4, sec. 6, T. 15 N., R. 19 E., Creek Nation, Ind. T., on appeal by Sookey from the decision of your office of May 2, 1902, dismissing his appeal to your office for want of jurisdiction.

It appears that the Commission to the Five Civilized Tribes rendered its decision in this case December 3, 1901, adverse to Sookey, and advised him personally thereof on December 7, 1901; that on December 14, 1901, Sookey filed a motion for rehearing, which was denied by the Commission on March 19, 1902, of which the party was advised personally on March 24, 1902, and that he would have ten days from the date of such notice within which to appeal to your office, and that on March 28, 1902, appeal was taken.

Referring to rule 79 of the Rules of Practice governing the General Land Office, which provides that "the time between the filing of a motion for rehearing or review and the notice of the decision upon such motion shall be excluded in computing the time allowed for appeal," and of various decisions of the Department holding that appeals should be taken from original decisions and not from the refusal to reconsider such decision, "your office held that as the time from December 7, 1901, the date of the notice of the original decision of the Commission in this case, to March 28, 1902, the date of the filing of the appeal, excluding the period between the filing of the motion for rehearing and the notice of the decision, was eleven days, the appeal was not in time under rule 29 of the rules governing allotment matters in the five civilized nations, Indian Territory, which provides:

> Appeals from the final action or decision of the Commission lie in every case to the Commissioner of Indian Affairs and from his decision to the Secretary of the Interior, and ten days will be allowed for appeal and argument from date of receipt of notice of decision in case of personal notice, and twenty days in case of service by registered letter. All appeals must be served upon the opposite party within the time allowed for appeal, and appellee shall have ten days for replying to appeal and to serve the same. When an appeal is considered defective the party will be notified of the defect, and if not amended within ten days from notice the appeal may be dismissed by the officer to whom the appeal is taken. All notices will be served upon the attorney of record.

These Rules of Practice are independent of the Rules of Practice governing in land matters, and there is no such rule as that contained in rule 79 of the Rules of Practice before land offices. It was therefore erroneous for your office to rely on rule 79 and the decisions based thereon in the disposition of this case.

The Department considers that the Commission acted properly in advising Sookey, when it denied his motion for rehearing, that he would be allowed ten days in which to appeal from their decision. Therefore the Department entertains the appeal from your decision and has considered the case on its merits.

The evidence in this case in all material parts is very similar to that given in the case of Zamon Lester *v.* Louvina Smith, the subject of departmental letter of May 16, 1902, adverse to Lester and involving the tract adjacent to this herein involved, viz, the SE. ¼ of the NW. ¼ of said section 6.

It is shown that on February 21, 1901, lots 3 and 4 and the SE. ¼ of the NW. ¼ of said section 6 were selected by Smith as her allotment; that on April 8, 1901, Sookey applied for lots 3 and 4 and filed affidavits of contest upon which the hearing was had.

You found that the tracts in controversy, together with the improvements thereon, have long been held by George Shannon, a citizen of the United States who was intermarried in the Creek Nation, and as a result of this marriage children were born who were entitled to and have made their selection of allotments of land; that the land in controversy could not have been held by said Shannon for the use of any of his family; that said Shannon had in his control more land than could be legally selected by the members of his family entitled thereto; that a sale of the improvements on the question is alleged to have been made by Shannon, in a verbal

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agreement, to Sookey prior to the selection by Smith, and that such sale is not established; that on the contrary it appears that Shannon did not recognize Sookey as the owner of said improvements at the time Smith filed on said lands, as has been evidenced by letter from Shannon to the Commission to the Five Civilized Tribes immediately after receiving notice from Smith that she intended to select the lands; that Shannon did take cognizance of such notice, notifying the Commission that the lands in question, with improvements thereon, were being held by him for members of his family; that Sookey is not, and never has been, in possession of the premises in question, or the improvements thereon, although it is claimed that Shannon holds the land as the tenant of Sookey.

It was found by the Department, in the case of Lester *v.* Smith, that the main question was whether there was a bona fide surrender by Shannon to Lester of the land involved in that case as alleged.

That is the vital question in this case. In the former case the Department found that the testimony of the plaintiff was not sufficient to warrant any other conclusion than that reached by your office and the Commission to the Five Civilized Tribes, adverse to Lester, and it finds nothing in this case which would justify the reversal of the decision of the Commission to the Five Civilized Tribes, and its decision is affirmed.

## CREEK No. 272.

### TIGER v. HUCKABY.

RULES.—Where that part of rule 29 of the Rules of Practice requiring that the appeal be served on the opposite party is not complied with by appellant his right to appeal is lost.

*Acting Secretary Ryan to the Commissioner of Indian Affairs (June 3, 1902, I. T. D. 3358–1902).*

The Department is in receipt of the Acting Commissioner's letter of May 27, 1902 (Land 30368), transmitting the "appeal" of Elsie Huckaby in the case of Robert Tiger *v.* Elsie Huckaby, involving for allotment purposes the E. ½ of SE. ¼ of sec. 10, T. 14 N., R. 18 E., Creek Nation.

On March 19, 1902, the Commission to the Five Civilized Tribes rendered a decision in this case, awarding the east half of the tract in controversy to Huckaby and the west half to Tiger. What purports to be an appeal was taken to your office by Huckaby from this decision, but, as found by your office in its decision of April 18, 1902, affirming the decision of the Commission, this paper was not served upon the opposite party, as required by rule 29 of "Practice" governing in such cases.

Under such circumstances the right to appeal to your office and the Department was lost. The Department considers the decision of the Commission to the Five Civilized Tribes warranted by the evidence and irrespective of any question growing out of the failure to serve the appeal upon Tiger, said decision is affirmed.

### DIGEST.

ACKNOWLEDGMENT OF SERVICE.
*See* Appeal.

ALLOTMENT.
Right to make application for. *See* Citizenship.
Relinquishment of right to take land in. Not reasonable to suppose that contestant would voluntarily relinquish his right to hold a tract of cultivated land which represented several years of labor, without consideration, unless he was holding more land than he was entitled to hold. (Franklin *v.* Franklin, p. 81.)

APPEAL.
*See* Practice.
Right to, lost. *See* Rules.
If the appeal be not taken within the time prescribed by the Rules of Practice, the Department is without jurisdiction to entertain the same, and an acknowledgment of service by opposing counsel, of an appeal taken after the time allowed therefor, does not cure the defect, nor waive the right to have the said appeal dismissed. (Smith *v.* McIntosh, p. 51.)
The record on appeal failed to show that notice thereof had been served upon the appellee, in compliance with the Rules of Practice, and the appellant having failed to comply with the rule after notice the decision of the Commissioner of Indian Affairs was affirmed. (Morrison *v.* Fields, p. 48.)

APPLICATION FOR LAND.
Failure to make.
*See* Rules; Initiation of Contest.

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APPLICATION TO CONTEST.

*See* Practice.

ATTORNEYS.

Where the attorney presenting his motion has not been admitted to practice before the Department, said motion can not be entertained. (Tucker *v.* Jameson, p. 14.)

CITIZENSHIP.

A person claiming to be a citizen of the Creek Nation is entitled to make application for allotment and to file contest therefor, though the question of her citizenship be pending and undetermined before the Commission. (Stidham *v.* Morris, p. 75.)

COMPLAINT.

*See* Initiation of Contest; Pleading.

CONFLICTING TESTIMONY.

Where the testimony between the parties is conflicting, the decision of the Department affirming the action of the Commissioner of Indian Affairs and the conclusions of the Commission will not be set aside or modified unless it be shown that the decision is clearly wrong. (Low *v.* Sango, p. 40.)

Where the testimony of the witnesses was very conflicting, and the Commission to the Five Civilized Tribes, who saw the witnesses and heard their testimony, and the Commissioner of Indian Affairs, upon consideration of the record, decided in favor of the contestant, the decision was affirmed by the Secretary. (Brown *v.* Collins, p. 47.)

CONSTRUCTION OF STATUTE.

When the act of June 28, 1898, provided "That whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home, if the holder so desires," it meant where such party was in rightful possession, and the Commission was intended, by the terms of that law, to sit as a special tribunal to determine this right. (Smith *v.* Minton, p. 54.)

Section 5 of the Creek Agreement, approved March 1, 1901, and ratified by the Creek National Council on May 25, 1901, does not authorize one citizen to file on land lawfully held by another citizen, and the failure of a Creek citizen to record his selection in the office of the Commission within ninety days after May 25, 1901, did not authorize any other citizen to select the lands improved by him, and of which he was in possession as his home, unless such citizen had land in excess of what he and his minor children were entitled to take. (McNac *v.* Wadsworth, p. 69.)

Section 5 of the Creek agreement permitting a citizen in possession of excessive holdings to transfer his interest in such excess does not apply to an excess holding upon which a lawful filing was made prior to the ratification of the agreement. (Looney *v.* Jackson, p. 72.)

CONTEST.

Right to file.

*See* Citizenship.

CREEK AGREEMENT, SECTION 5 OF.

*See* Construction of Statute.

DECISION, REVERSAL OF.

*See* Conflicting Testimony.

EXCESSIVE HOLDINGS.

*See* Construction of Statute; Improvements.

Where contestant claimed the right to take the tract of land in controversy by virtue of a bill of sale of said tract from a Creek citizen who was, on the date of such sale, in possession of more land than he and the members of his family were entitled to take in allotment, and as it appears that the grantor was not holding the tract of land in controversy as the selection for allotment for any member of his family, said tract was considered an excessive holding and no right was conveyed by the bill of sale as against the contestee; and it was held that the contestee, having filed on the same before the contestant attempted to file, was entitled to retain the same as his selection for allotment. (Doil *v.* Berryhill, p. 15.)

The Curtis Act was not intended to confirm illegal holdings of individual members of a tribe, nor to give such illegal holders any vested or other right to dispose of their illegal holdings, to the exclusion of other members of the tribe who have entered upon and selected their pro rata shares prior to any attempted transfer of the illegal possessions by those whose possessions are in excess of their pro rata shares. (Grissom *v.* Gibson, p. 35.)

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EXCESSIVE HOLDINGS—Continued.

Where a citizen of the Creek Nation had filed upon all the land to which he and the members of his family were entitled, and an excessive holding after such filing was filed upon by the contestee, a sale thereof by the holder of such excess subsequent to contestee's filing conveyed no rights to the contestant as against the contestee. (Looney *v.* Jackson, p. 72.)

Sale of improvements on. Contestant purchased improvements on excessive holding from the excessive holder before any other citizen had taken possession of or filed on the land. Held that contestant was entitled to the land. (Marweoly *v.* Hutton, p. 79.)

HEIR AT LAW.

Where the alleged heir at law took no step to reduce to her possession the property on the tract in controversy and took her allotment elsewhere she was deemed to have renounced her claim to said tract, and her attempted transfer of the land was a nullity because it was made after the act of June 28, 1898, and after contestee had filed on the land. (Scott *v.* Carter, p. 31.)

IMPROVEMENTS, SALE OF.

*See* Excessive Holdings.

Contestant placed on the land about fifty posts and stakes, to designate the location of the claim for her child. It was not expected of her to build a house for her child, and had she broken some of the land or placed logs on it, that would have been no better evidence of possession than the placing of posts for a fence. She did apparently what her means permitted and the circumstances warranted, and the work was the act of actual possession. (Grissom *v.* Asbury, p. 18; Grissom *v.* Gibson, p. 24; Grissom *v.* Checote, p. 28.)

Creek citizens are charged with notice of the improvements made by other citizens upon Creek lands, and if one Creek citizen selects lands improved and occupied as the home of another citizen, said last selection will be held subject to the right of the citizen having his home upon the land and owning the improvements, to show that he has selected such land as his home and does not have in his possession lands in excess of that to which he is entitled. (McNac *v.* Wadsworth, p. 69.)

Where a noncitizen was in possession of the tract of land in controversy for his citizen children, and as to such children said tract was an excessive holding, it was held that the contestee was entitled to retain the same as against the contestant, who claimed through purchase of the improvements from the said noncitizen, it not appearing that a bona fide sale of the improvements had been made. (Lester *v.* Smith, p. 88; Sookey *v.* Smith, p. 94.)

INITIATION OF CONTEST.

Initiation of contests must be made in conformity with the requisites for bringing contests, to wit: The filing of the application for the land, and the filing of the complaint, which are considered as one and the same act; and both must be done within ninety days of the filing of the original application for the land. Where the application was made within ninety days, but the complaint was not filed within that period, rule 2 of the Rules of Practice was not complied with. (Nelson *v.* Fields, p. 44.)

JURISDICTION.

*See* Practice.

The Commission and the Department alone are given authority to determine controversies involving the right to allotment, and are not subservient to the courts in such proceedings. The intention of Congress was shown in the act of March 1, 1901, section 6, wherein it states that: "All controversies arising between citizens as to their right to select certain tracts of land, shall be determined by the Commission." (Smith *v.* Minton, p. 54.)

LANDS—

Right to, acquired by filing. (*See* Possession; Rules.)

NINETY-DAY RULE.

*See* Rules.

NOTICE.

*See* Improvements; Appeal.

The object of the rule requiring notice to be given by an applicant of his intention to apply for land in possession of another citizen was fully accomplished where it appeared on the hearing that the land in controversy was, on the date of contestee's filing, an excessive holding of a citizen through whom the contestant claimed; and failure to give such notice does not invalidate contestee's filing. (Looney *v.* Jackson, p. 72.)



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PLEADING.

Where the complaint was not verified, as required by the subdivision "g" of Rule 5 of the Rules of Practice, promulgated July 18, 1899, it is insufficient. (Low *v.* Sango, p. 17.)

POSSESSION.

*See* Construction.

The contestant alleged that she attempted to gain possession of the land in controversy, but was restrained by order of the court from prosecuting her work on the land, and that later she attempted to file on the same, but, by mistake, filed on other land than that which she intended to take in allotment; but the complaint fails to make it appear that contestant was in possession of the land in controversy prior to contestee's filing, and it was held that even if the allegations of the complaint were sustained by the proof, still she would not be entitled to recover, and the contest should therefore be dismissed. (Gaither *v.* Alexander, p. 7.)

The act of June 28, 1898, does not require lands in possession for minor children to be even fenced. Any fair indication of possession is sufficient. (Grissom *v.* Asbury, p. 18.)

One citizen can not acquire the right to lands in any of the nations of the Five Civilized Tribes lawfully held by another citizen by going to the allotment office of the Commission and making selection of such lands. (Gossett *v.* Johnson, p. 63.)

The contestee, a citizen of the Creek Nation, had no right to file upon land within an inclosure belonging to another citizen, on the theory that the said tract was an excessive holding, and because he regarded it as public domain; and the contestant being in lawful possession of the said tract, through his tenant at time of contestee's filing, is entitled to take the same in allotment. (Marweoly *v.* Hutton, p. 79.)

One citizen can not acquire the right to lands in any of the nations of the Five Civilized Tribes lawfully held by another citizen by going to the allotment office of the Commission and making selection of such lands; and where the contestee filed upon land in possession of the contestant containing improvements belonging to contestant, and no consideration was shown nor any agreement for that purpose, the contestant should be permitted to take in allotment the land in controversy. (Franklin *v.* Franklin, p. 81.)

Where contestee filed upon land within an inclosure which had been conveyed to the contestant by a citizen in the possession of said inclosure, who acted as contestant's agent in the control of said land, and where contestee informed the Commission, when she made application therefor, that no one was in possession of said tract, her filing should be canceled, and land should be awarded to the contestant. (Stidham *v.* Morris, p. 83.)

PRACTICE.

Where the complaint fails to state a good cause of action the contest should be dismissed.

The Department does not recognize the right of litigants to make stipulation as to the time for filing appeals and arguments, but a failure to appeal would be excused in the absence of written notice of the decision, where the manner of proceeding had not been clearly established by the Commission under the Rules of Practice. The rights of parties should not be lost because the manner of proceeding had not been clearly established. (Doil *v.* Berryhill, p. 11.)

A motion for review will not be granted on the ground that a reexamination of the evidence may bring about a different result. (Tucker *v.* Jameson, p. 14.)

Where the contest is not initiated within ninety days from the date of the original application for the tract of land in controversy, and the complaint is not verified, a hearing should not be ordered. The Rules of Practice do not contemplate a preliminary hearing to determine whether a party may bring a contest. (Low *v.* Sango, p. 17.)

Rule 29 of the Rules of Practice, promulgated by the Department on July 18, 1899, can not be waived by stipulation between the parties. (Grissom *v.* Gibson, p. 24.)

It is not the duty of the Commission to pass upon the question of the sufficiency of an appeal, or as to whether it was filed in time. The Indian Office and the Department alone have jurisdiction to consider such question. (Scott *v.* Carter, p. 31.)

Where a motion for rehearing offers no additional evidence, and no question of law is presented that was not before the Department and considered in the Departmental decision, the motion for rehearing should be denied. (Grissom *v.* Gibson, p. 35.)

The motion for rehearing and argument in support thereof, presenting no good reason for granting the same, must be denied. (Doil *v.* Berryhill, p. 42.)

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PRACTICE—Continued.

Where a motion for rehearing is filed after decision by the Commission, the ten days within which an appeal may be taken from said decision, under Rule 29 of the Rules of Practice, is computed from the date of notice of the decision on the motion for rehearing and not from date of notice of the original decision. (Sookey *v.* Smith, p. 94.)

REHEARING.

*See* Practice.

Because of the unsatisfactory character of the testimony presented on the hearing, and of the showing made on motion to reopen the case, and upon the recommendation of the Commission, it was believed that a further investigation should be had, and it was so ordered. (Tucker *v.* Jameson, p. 61.)

RELINQUISHMENT.

*See* Allotment.

There does not seem to be any provision of law that would prevent a citizen of the Creek Nation from relinquishing his claim to land, of which he was in possession, to another member of the Creek tribe of Indians. This relinquishment having been made, the contestee, being in possession of the land in controversy, was entitled to select the same in allotment. (Tucker *v.* Jameson, p. 1.)

REVIEW, MOTION FOR.

*See* Practice.

RULE 29 OF PRACTICE.

*See* Practice; Rules.

RULES.

Rule 2 of the Rules of Practice, requiring contests to be initiated within ninety days from the date of the original application, is not applicable to a filing made by one citizen on lands lawfully in possession of another citizen. The rule which specifically provides for the protection of such occupants declares no forfeiture for failure to apply for allotment within any specified time. (Gossett *v.* Johnson, p. 63; Franklin *v.* Franklin, p. 81.)

Where that part of Rule 29 of the Rules of Practice requiring that the appeal be served on the opposite party is not complied with by appellant his right to appeal is lost. (Tiger *v.* Huckaby, p. 98.)

SALE.

Where improvements on the land in controversy were made by the husband of the contestant and sold by him to the contestee, such sale was sufficient to entitle contestee to file thereon as against contestant, who claimed the land in controversy through her husband's improvements on the same, and who had no interest therein or possession thereof separate and apart from that of her husband. (Tucker *v.* Jameson, p. 1.)

STIPULATION.

*See* Practice.

TESTIMONY.

Unsatisfactory character of. (*See* Rehearing.)

Where the testimony was unsatisfactory and not sufficiently clear and explicit the case was remanded for further hearing. (Stidham *v.* Morris, p. 75.)

VERIFICATION OF COMPLAINT.

*See* Practice.

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EXHIBIT No. 8.

Allotment deed. ——— Roll, No. ——.

*THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY.*

To all whom these presents shall come, greeting:

Whereas by the act of Congress approved March 1, 1901 (31 Stats., 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) tribe of Indians, in Indian Territory, except as therein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

Whereas it was provided by said act of Congress that each citizen shall select, or have selected for him, from his allotment forty acres of land as a homestead, for which he shall have a separate deed; and

Whereas the said Commission to the Five Civilized Tribes has certified that the land hereinafter described has been selected by or on behalf of ——— ———, a citizen of said tribe, as an allotment, exclusive of a forty-acre homestead as aforesaid:

Now, therefore, I, the undersigned, the principal chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid act of the Congress of the United States, have granted and conveyed, and by these presents do grant and convey, unto the said ——— ——— all right, title, and interest of the Muskogee (Creek) Nation, and of all other citizens of said nation, in and to the following-described land, viz, ——— ——— of the Indian base and meridian, in Indian Territory, containing ——— acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to all provisions of said act of Congress relating to appraisement and valuation.

In witness whereof I, the principal chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the great seal of said nation to be affixed this ——— day of ———, A. D. 190—.

——— ———,
*Principal Chief of the Muskogee (Creek) Nation.*

Department of the Interior.
Approved ——— ———, 190—.
——— ———, *Secretary.*

(Indorsed:) Allotment deed.—(40) Muskogee (Creek) Nation to ——— ———. Filed for record on the ——— day of ———, 190—, at — o'clock —. m., and recorded in book ———, page —. Commission to the Five Civilized Tribes.

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EXHIBIT No. 9.

Homestead deed. ——— Roll, No. ——.

*THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY.*

To all whom these presents shall come, greeting:

Whereas by the act of Congress approved March 1, 1901 (31 Stats., 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) tribe of Indians, in Indian Territory, except as therein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

Whereas it was provided by said act of Congress that each citizen shall select, or have selected for him, from his allotment forty acres of land as a homestead, for which he shall have a separate deed; and

Whereas the said Commission to the Five Civilized Tribes has certified that the land hereinafter described has been selected by or on behalf of ——— ———, a citizen of said tribe, as a homestead:

Now, therefore, I, the undersigned, the principal chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid act of the Congress of the United States, have granted and conveyed, and by these presents do grant and convey, unto the said ——— ——— all right, title, and interest of the Muskogee (Creek) Nation, and of all other citizens of said nation, in and to the fol-

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lowing-described land, viz, ——— ——— of the Indian base and meridian, in Indian Territory, containing ——— acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the conditions provided by said act of Congress, and which conditions are that said land shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years; and subject also to provisions of said act of Congress relating to the use, devise, and descent of said land after the death of the said ——— ———; and subject also to all provisions of said act of Congress relating to appraisement and valuation.

In witness whereof I, the principal chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the great seal of said nation to be affixed this —— day of ———, A. D. 190—.

——— ———,
*Principal Chief of the Muskogee (Creek) Nation.*

Department of the Interior.
Approved ——— ——, 190—.
——— ———, *Secretary.*

(Indorsed:) Homestead deed.—(39) Muskogee (Creek) Nation to ——— ———. Filed for record on the —— day of ———, 190—, at — o'clock —. m., and recorded in book ——, page —. Commission to the Five Civilized Tribes.

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EXHIBIT No. 10.

Deed to heirs. ——— Roll, No. ——.

*THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY.*

To all whom these presents shall come, greeting:

Whereas by the act of Congress approved March 1, 1901 (31 Stats., 861), agreement ratified by the Creek Nation May 25, 1901, it was provided that all lands of the Muskogee (Creek) tribe of Indians, in Indian Territory, except as herein provided, should be allotted among the citizens of said tribe by the United States Commission to the Five Civilized Tribes so as to give to each an equal share of the whole in value, as nearly as may be; and

Whereas it was provided by said act of Congress that if a citizen of said tribe has died before receiving his allotment of lands, the lands to which he would be entitled if living shall descend to his heirs and be allotted and distributed to them; and

Whereas the Commission to the Five Civilized Tribes has found that ——— ———, a citizen of said tribe, died before receiving ——— acres of land to which he would be entitled if living, and has allotted the land hereinafter described to the heirs of the said ——— ———.

Now, therefore, I, the undersigned, the principal chief of the Muskogee (Creek) Nation, by virtue of the power and authority vested in me by the aforesaid act of the Congress of the United States, have granted and conveyed, and by these presents do grant and convey, unto the said heirs of ——— ———, deceased, all right, title, and interest of the Muskogee (Creek) Nation, and of all other citizens of said nation, in and to the following-described land, viz, ——— ——— of the Indian base and meridian, in Indian Territory, containing ——— acres, more or less, as the case may be, according to the United States survey thereof, subject, however, to the provisions of said act of Congress and to the provisions of the act of Congress approved June 30, 1902 (Public, No. 200).

In witness whereof I, the principal chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the great seal of said nation to be affixed this —— day of ———, A. D. 190—.

——— ———,
*Principal Chief of the Muskogee (Creek) Nation.*

Department of the Interior.
Approved ——— ——, 190—.
——— ———, *Secretary.*

(Indorsed:) Deed to heirs.—(53) Muskogee (Creek) Nation to ——— ———. Filed for record on the —— day of ———, 190—, at — o'clock —. m., and recorded in book ——, page —. Commission to the Five Civilized Tribes.

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## EXHIBIT No. 11.

### CHOCTAW-CHICKASAW ENROLLMENT DIVISION.

*Recapitulation of work of division to end of fiscal year, June 30, 1902.*

STATEMENT OF APPLICATIONS FOR ENROLLMENT AND FOR IDENTIFICATION AS MISSISSIPPI CHOCTAWS RECEIVED.

| | Persons. |
|---|---|
| Choctaw applications for enrollment by blood and by intermarriage | 21,035 |
| Chickasaw applications for enrollment by blood and by intermarriage | 7,375 |
| Choctaw freedmen applications | 4,433 |
| Chickasaw freedmen applications | 5,911 |
| Applications for identification as Mississippi Choctaws | 19,791 |
| Total persons applicant | 58,545 |

CLASSIFICATION OF APPLICATIONS.

| | Choctaw. | | Chickasaw. | | Choctaw freedmen. | | Chickasaw freedmen. | |
|---|---|---|---|---|---|---|---|---|
| | Fiscal year to June 30, 1902. | Total. | Fiscal year to June 30, 1902. | Total. | Fiscal year to June 30, 1902. | Total. | Fiscal year to June 30, 1902. | Total. |
| | *Persons.* | *Persons.* | *Persons.* | *Persons.* | *Persons.* | *Persons.* | *Persons.* | *Persons.* |
| By blood, listed, identified from tribal rolls | | 12,326 | | 4,229 | | | | |
| By blood, children born since tribal rolls to parents thereon | 723 | 2,769 | 227 | 1,118 | | | | |
| By blood, listed, admitted by Commission, act June 10, 1896 | | 91 | | 24 | | | | |
| By blood, children born since admission of parents by Commission | 3 | 22 | | 2 | | | | |
| By blood, admitted by judgment of United States court in Indian Territory | | 1,654 | | 416 | | | | |
| By blood, children born since admission of parents by United States court | 107 | 550 | 31 | 168 | | | | |
| By intermarriage, listed, identified from tribal rolls | | 648 | | 304 | | | | |
| By intermarriage, listed, not on tribal rolls | | 327 | | 111 | | | | |
| By intermarriage, admitted by Commission, act June 10, 1896 | | 82 | | 25 | | | | |
| By intermarriage, admitted by United States court, act June 10, 1896 | | 87 | | 158 | | | | |
| By blood, classified as doubtful | 51 | 751 | 3 | 175 | | | | |
| By blood, not on rolls, never admitted, classified as refused | | 611 | | 283 | | | | |
| By intermarriage, classified as doubtful | 73 | 504 | 11 | 242 | | | | |
| By intermarriage, classified as refused | | 376 | | 30 | | | | |
| By blood, refused, act of Congress May 31, 1900 | 35 | 237 | 48 | 90 | | | | |
| Freedmen, classified as listed for enrollment | | | | | 103 | 4,011 | 197 | 5,667 |
| Freedmen, classified as doubtful | | | | | 53 | 366 | 10 | 236 |
| Freedmen, classified as refused | | | | | | 56 | | 8 |
| Total | 992 | 21,035 | 320 | 7,375 | 156 | 4,433 | 207 | 5,911 |

CLASSIFICATION OF MISSISSIPPI CHOCTAW APPLICATIONS.

| | Fiscal year to June 30, 1902. | Total. |
|---|---|---|
| Full-blood Choctaw Indians in Mississippi, Alabama, Louisiana, and Indian Territory | 1,142 | 2,307 |
| Applicants for identification as Mississippi Choctaws (all other classes) | 9,173 | 17,484 |
| Total | 10,315 | 19,791 |

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*Recapitulation of work of division to end of fiscal year, June 30, 1902*—Continued.

CLASSIFICATION OF APPLICATIONS RECEIVED UNDER ACT OF CONGRESS OF JUNE 10, 1896.

| | Applications filed. | | Applications granted. | | Applications denied. | | Applications appealed. | | Applications adjudicated by United States court. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Cases. | Persons. | Cases. | Persons. | Cases. | Persons. | Cases. | Persons. | Persons admitted. | Persons denied. |
| Choctaw | 1,416 | 7,137 | 598 | 1,268 | 818 | 5,848 | 237 | 2,715 | 1,772 | 943 |
| Chickasaw | 285 | 1,812 | 122 | 318 | 163 | 1,494 | 107 | 891 | 728 | 163 |
| Total | 1,701 | 8,949 | 720 | 1,586 | 981 | 7,342 | 344 | 3,606 | 2,500 | 1,106 |

CLASSIFICATION OF DECISIONS RENDERED BY COMMISSION.

| | Decisions rendered. | | Applications granted. | | Applications refused. | | Decisions to Secretary of the Interior. | | Affirmed by Secretary of the Interior. | | Remanded by Secretary of the Interior. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Cases. | Persons. | Cases. | Persons. | Cases. | Persons. | Cases. | Persons. | Cases. | Persons. | Cases. | Persons. |
| Choctaw, classified as refused | 160 | 297 | ..... | ..... | 160 | 297 | 115 | 208 | 101 | 160 | 2 | 7 |
| Choctaw, act May 31, 1900 | 83 | 233 | ..... | ..... | 83 | 233 | 83 | 233 | 81 | 223 | 2 | 10 |
| Chickasaw, classified as refused | 88 | 283 | ..... | ..... | 88 | 283 | 82 | 265 | 78 | 258 | 4 | 7 |
| Chickasaw, act May 31, 1900 | 23 | 89 | ..... | ..... | 23 | 89 | 23 | 89 | 23 | 89 | ..... | ..... |
| Choctaw, classified as doubtful | 56 | 155 | 43 | 117 | 13 | 38 | ..... | ..... | ..... | ..... | ..... | ..... |
| Chickasaw, classified as doubtful | 99 | 184 | 84 | 143 | 15 | 41 | ..... | ..... | ..... | ..... | ..... | ..... |
| Mississippi Choctaws | 1,949 | 6,358 | 4 | 7 | 1,945 | 6,351 | 1,281 | 4,136 | 620 | 1,984 | 22 | 85 |
| Total | 2,458 | 7,599 | 131 | 267 | 2,327 | 7,332 | 1,584 | 4,931 | 903 | 2,714 | 30 | 109 |

## EXHIBIT No. 12.

*Itemized statement of expenditures of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1902.*

| | 1902. | | | | Total. |
|---|---|---|---|---|---|
| | First quarter. | Second quarter. | Third quarter. | Fourth quarter. | |
| Salaries of Commissioners | $5,000.00 | $5,000.00 | $5,000.00 | $5,000.00 | $20,000.00 |
| Salaries of employees | 47,792.02 | 39,811.79 | 43,577.69 | 51,793.92 | 182,975.42 |
| Traveling expenses of Commissioners and employees, including field parties | 2,726.57 | 2,185.10 | 1,595.01 | 2,394.59 | 8,901.27 |
| Open-market purchases: Mules, horses, wagons, tents, camp equipment, furniture, etc | 1,798.69 | 2,170.83 | 2,753.97 | 4,922.24 | 11,645.73 |
| Contract purchases: Typewriters, towels, feather dusters, etc | 21.15 | 8.45 | ..... | 708.53 | 738.13 |
| Freight and express charges | 190.43 | 543.14 | 203.87 | 768.53 | 1,705.97 |
| Printing and binding and stationery, in open market and from Department | 792.83 | 1,607.41 | 1,391.34 | 3,156.94 | 6,948.52 |
| Subsistence: Employees of field parties | 7,235.49 | 5,648.78 | 4,112.66 | 3,702.64 | 20,699.57 |
| Forage: Stock of headquarters and field parties | 4,205.34 | 3,743.19 | 3,600.82 | 2,855.02 | 14,404.37 |
| Rent: | | | | | |
| Offices in Muskogee | 380.00 | 810.00 | 721.60 | 50.23 | 1,961.83 |
| Offices for enrolling parties outside Muskogee | 75.00 | 194.00 | 10.00 | ..... | 279.00 |
| Stock corral | 60.00 | 60.00 | 60.00 | 60.00 | 240.00 |
| Telegraphing | 64.99 | 53.37 | 96.32 | 66.22 | 280.90 |
| Telephone service | 120.60 | 51.89 | 46.00 | 49.30 | 267.79 |
| Electric lighting for general office | 17.45 | 90.81 | 68.54 | 13.71 | 190.51 |

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*Itemized statement of expenditures of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1902*—Continued.

| | 1902. | | | | Total. |
|---|---|---|---|---|---|
| | First quarter. | Second quarter. | Third quarter. | Fourth quarter. | |
| Transportation of camp equipment, records, etc., of enrolling and other field parties | $150.50 | $106.83 | $51.25 | $33.75 | $342.33 |
| Livery hire | 21.50 | 35.50 | 67.50 | 86.50 | 211.00 |
| Ferriage and bridge toll: Field parties | 71.15 | 30.25 | 7.95 | 36.40 | 145.75 |
| Repairs of surveying instruments, typewriters, wagons, harness, tents, etc | 857.65 | 628.22 | 142.95 | 434.27 | 2,063.09 |
| Incidental office and field expenses: Ice, coal oil, gasoline, stock medicine, axle grease, soap, fuel, etc | 176.70 | 336.93 | 560.25 | 241.73 | 1,315.61 |
| Witness fees and mileage | ..... | ..... | 483.20 | 1,406.80 | 1,890.00 |
| Registering letters and packages | 2.63 | 9.28 | 393.36 | 257.12 | 662.39 |
| Miscellaneous expenses: Sale of property, schedule Cherokee Indians, street sprinkling, etc | 216.75 | 82.80 | 82.25 | 671.50 | 1,053.30 |
| Total | 71,977.44 | 63,208.57 | 65,026.53 | 78,709.94 | 278,922.48 |

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# INDIAN INSPECTOR FOR THE INDIAN TERRITORY.



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# ANNUAL REPORT

OF THE

# UNITED STATES INDIAN INSPECTOR FOR THE INDIAN TERRITORY.

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MUSKOGEE, IND. T., *September 3, 1902.*

SIR: I have the honor to submit my fourth annual report of the work of the United States Indian inspector for Indian Territory, covering the fiscal year ended June 30, 1902, respectfully inviting attention to the attached reports of the several officers under my supervision, which show in detail the business transacted by them respectively.

## INTRODUCTORY.

The various acts of Congress and agreements with the different tribes of Indians in Indian Territory provide for the valuation and distribution, among the several individual members of each tribe, of the property of such Indians, comprising the entire Indian Territory, a tract of more than 19,000,000 acres, upon which have sprung up in the neighborhood of 150 towns having a population ranging from 200 to 7,000 inhabitants, and a large number of smaller villages.

The duty of carrying out this work has been imposed by Congress upon the Secretary of the Interior. A large portion of the same is carried on through the Commission to the Five Civilized Tribes, who have direct supervision of procuring a correct roll of Indians entitled to participate in such distribution, and to appraise and allot the lands of the various nations. All other matters requiring the attention of the Secretary of the Interior are handled directly from the Department or through the several officers in the field under his direction.

The work incident to the settling of these conditions has brought forth many new, intricate, and, in a number of cases, extremely perplexing and annoying legal questions, the solution of which has first fallen to the Interior Department; and oftentimes where such decisions are not considered final by law they are taken to the courts, both in and out of the Territory, in mandamus and injunction suits, and in some instances damage cases have been brought against the inspector and other officers where they have performed the duties required of them by instructions from the Secretary of the Interior.

The condition of the work of the inspector's office and others connected therewith at the close of the fiscal year was gratifying, the same having progressed during the entire year with more dispatch and in a more satisfactory manner than at any time previous.



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This report, it is believed, will show that the work in all its branches is well in hand, particularly that part pertaining to the disposition of the town sites and the leasing of mineral lands.

The duties of the inspector in complying with instructions have constantly increased, necessitating the employment of additional clerical force, engineers, and other assistants from time to time, in order to expeditiously and properly prosecute the work. All matters requiring attention have been handled as rapidly as possible consistent with efficiency and economy. Due credit should be given, in reviewing the work of the year, to the several officers and employees connected with this office, and the faithfulness and energy of all are acknowledged and appreciated.

Brief mention will be made of the population of the Territory and the number of members of the Indian tribes. According to the Twelfth Census, completed during the fiscal year ended June 30, 1901, the total population, including whites, Indians, and negroes, was 391,960, about 84,000 of this number being members of the Five Civilized Tribes.

The population of these tribes, including freedmen, with the exception of the Seminoles, with the area of each nation, is approximately as follows:

| Tribe. | Population. | Area. |
|---|---|---|
| | | *Acres.* |
| Choctaw | 20,250 | 11,338,935 |
| Chickasaw | 11,500 | |
| Creek | 15,000 | 3,040,000 |
| Cherokee | 35,000 | 5,031,351 |
| Seminole | 2,757 | 366,000 |
| Total | 84,507 | 19,776,286 |

Reference is made to my last annual report for more detailed statements of the population of the Territory and the nations thereof.

The opportunity presented for investment and the extensive railroad building have, during the year just closed, brought large numbers of people of all classes from the surrounding States and Territories to the Indian Territory; therefore the total population as ascertained by the last census has since materially increased.

In order to give an intelligent review of the conditions and the work performed, the present laws governing affairs in the Territory are briefly mentioned below.

## EXISTING LEGISLATION.

By the act of March 3, 1893, Congress created the Commission to the Five Civilized Tribes to negotiate with the several nations of the Indian Territory, looking either to the individualization of their lands or the cession of the same to the United States.

The first agreement to be made and ratified by both parties was with the Seminole Nation, which was dated December 16, 1897, and ratified by Congress on July 1, 1898. A copy of this agreement is submitted as Appendix No. 1, page 305.

By the act approved June 28, 1898 (30 Stat., 495), commonly known as the Curtis Act, provision was made for the allotment of the lands

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and the general winding up of the tribal affairs of the Choctaw, Chickasaw, Creek, and Cherokee nations, no agreements having been secured up to that time which had been ratified by both Congress and these tribes. To this act, however, was appended an agreement with the Choctaws and Chickasaws which had been entered into on April 23, 1897, and an agreement which had been entered into with the Creeks on September 27, 1897.

The Choctaw and Chickasaw agreement was, on August 24, 1898, ratified by the Indians, but the Creek agreement was rejected, which left the Curtis Act proper, sections 1 to 28, applicable to the Creek and Cherokee nations.

The Curtis Act proper and the agreement with the Choctaws and Chickasaws are shown by Appendix No. 2, page 307.

Afterwards, on March 8, 1900, the Commission entered into another agreement with the Creek Indians, which was, by the act of March 1, 1901 (31 Stat., 861), ratified by Congress and in due time by the National Council of the Creek Nation. (See Appendix No. 3, page 322.)

A supplemental agreement with the Creek Nation was ratified by Congress on June 30, 1902 (32 Stat. 500), and the same has since the close of the fiscal year been confirmed by the National Council of the Creek Nation, and according to the terms thereof the President issued his proclamation on August 8, 1902, stating that such supplemental agreement became law on July 26, 1902. A copy of this agreement is submitted as Appendix No. 4, page 330.

Up to the close of the fiscal year no agreement had as yet been entered into with the Cherokee Nation which had been ratified by both Congress and the tribe, and that nation was, therefore, still subject to the general provisions of the Curtis Act, approved June 28, 1898. However, on July 1, 1902 (32 Stat., 716), at the close of the last session of Congress, an act was passed to provide for the allotment of the lands of the Cherokee Nation, for the disposition of town sites, etc., which was to become effective when ratified by a majority of the whole number of votes cast by the legal voters of the Cherokee Nation at an election to be held within forty days from the passage of such act. This election was held on August 7, 1902, and the act ratified. This supplemental agreement is submitted as Appendix No. 5, page 335.

The Indian appropriation act approved May 31, 1900 (31 Stat., 221), modified the provisions of the Curtis Act and the Choctaw and Chickasaw agreement concerning the surveying and platting of town sites, and authorized the Secretary of the Interior to make such surveys at all towns having a population of 200 or more, thus taking this work out of the hands of the several town-site commissions, as before provided. An extract showing the provisions of this legislation is attached as Appendix No. 6, page 344.

The cutting of timber and procurement of stone in the Indian Territory are governed by the act of June 6, 1900 (31 Stat., 660), except that the Creek agreement, ratified since the passage of this act, permits Indian citizens who have selected their allotments to dispose of the timber thereon. A copy of the rules and regulations of the Department governing the procurement of timber and stone is submitted as Appendix No. 7, page 345.

Certain new legislation affecting the Territory was embodied in the Indian appropriation act of March 3, 1901 (31 Stat., 1447), the most important of which pertained to the granting of rights of way for tele-

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phone and telegraph lines through Indian lands. An extract showing the provisions pertaining to Indian Territory is submitted as Appendix No. 8, page 351, and a copy of the regulations relative to telephone lines as Appendix No. 9, page 352.

The Indian appropriation act of May 27, 1902 (32 Stat., 245), also contained considerable legislation concerning the Territory, and provided for the surveying and platting of small towns having a population of less than 200 inhabitants. It also made an appropriation of $15,000 for the purpose of removing intruders and placing allottees in unrestricted possession of their allotments, but provided that it shall be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any city or town in the Territory which has been designated as a town site under existing laws and treaties. Provision was also made for the new western judicial district of the Indian Territory. An extract showing this legislation is attached as Appendix No. 10, page 356.

By an act approved May 19, 1902 (32 Stat., 200), Congress provided that any incorporated city or town in the Indian Territory having a population of 2,000 or more might issue bonds and borrow money thereon for the construction of sewers and waterworks and the building of schoolhouses. A copy of this act is shown on page 45 of this report.

A general railroad act, practically repealing all previous acts and authorizing the taking of grounds for the construction of railroads by condemnation proceedings, was passed on February 28, 1902 (32 Stat., 43). A copy of this act is submitted as Appendix No. 11, page 359.

## DUTIES OF THE INSPECTOR.

On August 17, 1898, I was detailed and assigned to duty in the Indian Territory, with instructions to establish headquarters at Muskogee. This assignment was made in accordance with the provisions of section 27 of the Curtis Act, approved June 28, 1898 (30 Stat., 495), which provides that the Secretary of the Interior is authorized to locate one Indian inspector in the Indian Territory, who may under his authority and direction perform any duties required of the Secretary of the Interior by law relating to affairs therein.

The inspector, under the direction of the Secretary of the Interior, exercises supervision and general direction over the United States Indian agent at Union Agency, the superintendent of schools in Indian Territory with his corps of school supervisors, the revenue inspector for the Creek, Cherokee, and Chickasaw nations, the mining trustees of the Choctaw and Chickasaw nations, the several town-site commissions, and the office and field force engaged in the work of surveying and platting town sites.

The above-mentioned branches of the inspector's office practically handle all matters coming within the jurisdiction of the Department in the Territory, except such as belong to the Commission to the Five Civilized Tribes.

All correspondence to and from the Department with any of the above officials passes through the office of the inspector, who is required to submit his views and recommendations bearing on the subjects at issue. These reports are forwarded through the Commissioner of Indian Affairs, who in turn transmits them to the Secretary of the Interior, with his report and recommendation. The inspector also from time to time advises the Department of matters requiring its attention, and keeps it informed as to the general status of affairs.

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### SEMINOLE NATION.

Matters in this nation continue to progress satisfactorily, and there is little to be reported or said concerning the same. I understand the Commission to the Five Civilized Tribes has practically completed the allotments to these Indians, and their roll of citizenship having heretofore been submitted and approved, conditions in this nation are far more advanced than in any other.

Only one matter of importance has been before the inspector's office during the year in the Seminole Nation and that was a contract which had been entered into between the Seminole Nation, through its principal chief, with the consent of the allottee, and a lime manufacturing company for the use of stone from certain lands for the purpose of making lime. This contract was being considered at the close of the year, not having been finally passed upon at that time.

Quite an important change, from a political standpoint, occurred in this nation just after the close of the fiscal year. Hon. John F. Brown, who has managed the affairs of the nation successfully for many years, as principal chief, being defeated for reelection, and the new principal chief, Hon. Hulputta Micco, taking charge.

## MINING.

### CHOCTAW AND CHICKASAW NATIONS.

The coal mines of these two nations are practically all located in the Choctaw Nation, and the asphalt deposits are almost entirely confined to the limits of the Chickasaw Nation. The agreement with these two nations provides that coal and asphalt shall be reserved from allotment and remain the common property of the tribes, and under such agreement no mining operations are carried on except for the two minerals above mentioned.

The funds received on account of royalties for coal and asphalt mined are paid to the United States Indian agent, at Union Agency, for the credit of the Choctaws and Chickasaws, and disbursed under the direction of the Secretary of the Interior for the education of the children of Indian blood of said tribes.

As contemplated by the agreement, practically all of the operations which have heretofore been carried on under national contracts are now under formal leases, entered into by the mining trustees and approved by the Department, with good and sufficient bonds for the faithful performance by the lessee of the stipulations of such leases, the payment of royalties, etc.

These formal leases have been made with the parties holding tribal contracts as rapidly as such contracts expire, the agreement providing that where mines were being operated in good faith under the authority of the Indian tribes on the date of the signing of such agreement, April 23, 1897, such contracts upon their expiration would be subject to renewal under the provisions of such agreement.

But few leases, except such as were in the nature of renewals of old national contracts, have been made during the year, the policy of the Department being to discourage speculative applications. Applicants for leases of either coal or asphalt lands are required to furnish evidence of their ability, both from the standpoint of knowledge of the business and financial strength, to operate the properties should they be granted a lease.

Provision is made for two mining trustees, to be appointed by the

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President upon the recommendation of the executive of each tribe. Such trustees enter into leases on behalf of the tribes, and inspect and generally supervise the operations under the direction of the Secretary of the Interior through this office. During the year these positions have been filled by Mr. Napoleon B. Ainsworth for the Choctaw Nation and Mr. Charles D. Carter for the Chickasaw Nation. A report of such trustees, showing in detail the work performed by them, accompanies this report, to which attention is invited.

The trustees are also required by law to submit reports quarterly of their actions, which reports are promptly transmitted to and filed with the Secretary of the Interior. In these reports they show the result of their examination of the records and books of the several mining companies, which statements are compared in this office with the record of payments received by the United States Indian agent for verification.

The coal industry of the Indian Territory seems to steadily push forward and the output continues to increase, as noted from the following comparative statement:

| | Tons. |
|---|---|
| July 1, 1898, to June 30, 1899 | 1,404,442 |
| July 1, 1899, to June 30, 1900 | 1,900,127 |
| July 1, 1900, to June 30, 1901 | 2,398,156 |
| July 1, 1901, to June 30, 1902 | 2,735,365 |

Applications for coal or asphalt leases are made direct to the inspector, who is required to procure such additional information concerning the applicants, etc., as he deems proper. The applications are then referred to the trustees for an inspection of the tracts applied for, careful consideration, report, and recommendation, after which they are forwarded by the inspector to the Department, through the Indian Office, with his report and recommendation. When approved by the honorable Secretary of the Interior, leases are entered into by the trustees for a period of thirty years, and the forms now prescribed require a specific guaranty that not less than a certain tonnage will be mined each year.

Following is a list of the coal and asphalt leases granted during the year ended June 30, 1902.

| Name. | Number. | Date of approval. |
|---|---|---|
| COAL. | | |
| Arkansas-McAlester Coal Co. (new) | 1 | Oct. 1, 1901 |
| Thomas H. Chambers (new) | 1 | Dec. 9, 1901 |
| Turkey Creek Coal Co. (renewal national contract) | 1 | Mar. 18, 1902 |
| Southwestern Coal and Improvement Co. (renewal national contract) | 10 | Apr. 4, 1902 |
| Essen Coal Co. (new) | 1 | Apr. 12, 1902 |
| Bache & Denman (new) | 1 | Apr. 22, 1902 |
| Kansas and Texas Coal Co. (renewal national contract) | 4 | June 13, 1902 |
| Atoka Coal and Mining Co. (renewal national contract) | 1 | Do. |
| Capital Coal and Mining Co. (renewal national contract) | 1 | June 16, 1902 |
| Halley Coal and Mining Co. (renewal national contract) | 2 | June 17, 1902 |
| McDougall Co. (renewal national contract) | 1 | June 18, 1902 |
| Le Bosquet Coal and Mining Co. (new) | 1 | Do. |
| ASPHALT. | | |
| Choctaw Asphalt Co | 1 | Apr. 22, 1902 |
| Total number leases granted during the year | 26 | |

In addition to the one formal asphalt lease which has been granted as above indicated, I have, by specific authority of the Department, and as mentioned in my last report, granted several informal permits

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to mine coal and asphalt, the purpose in granting these permits being to encourage the discovery and development of coal and asphalt, with a view to ultimately granting leases to those who, in pursuance of such permits, in good faith entered upon the work of discovery and development, demonstrated the character of the mineral, and otherwise brought themselves within the rules, regulations, and terms upon which leases have been granted under the provisions of the agreement.

The pending supplemental agreement with the Choctaws and Chickasaws, ratified by Congress July 1, 1902 (32 Stat., 641), to become effective upon its acceptance and ratification by the tribes, and to be voted on at an election to be called not later than November 1, 1902, prohibits the making of any additional coal or asphalt leases after the final ratification thereof. The Department has therefore instructed that no further applications be received at this time, and that all now pending be transmitted for consideration.

All permit holders were notified that those entitled thereto should present their applications for formal leases at an early date, in view of the proposed inhibition of further leases in the pending supplemental agreement. Such permit holders have all filed their formal applications, which are being considered by the Department.

A statement showing all coal and asphalt leases which have been entered into under the provisions of the agreement, and which were in effect on June 30, 1902, is respectfully given below:

| Name. | Number. | Date of approval. |
|---|---|---|
| COAL. | | |
| Choctaw, Oklahoma and Gulf Railroad Co | 30 | Mar. 1, 1899 |
| John F. McMurray | 8 | Apr. 27, 1899 |
| D. Edwards & Son | 2 | Aug. 22, 1899 |
| Arkansas-McAlester Coal Co. (by transfer) | 1 | Do. |
| McAlester Coal Mining Co | 2 | Feb. 19, 1900 |
| Choctaw Coal and Mining Co | 3 | May 4, 1900 |
| Sans Bois Coal Co | 2 | June 25, 1900 |
| William Busby | 1 | Sept. 6, 1900 |
| Samples Coal and Mining Co | 1 | Oct. 4, 1900 |
| McAlester-Galveston Coal Mining Co | 1 | Oct. 18, 1900 |
| H. Newton McEvers | 1 | Do. |
| Degnan & McConnell | 3 | Nov. 16, 1900 |
| Folsom-Morris Coal Mining Co | 1 | Nov. 22, 1900 |
| Ozark Coal and Railway Co | 1 | Dec. 8, 1900 |
| St. Louis-Galveston Coal and Mining Co | 2 | Jan. 14, 1901 |
| Missouri, Kansas and Texas Coal Co | 1 | Feb. 12, 1901 |
| Osage Coal and Mining Co | 7 | May 7, 1901 |
| Atoka Coal and Mining Co | 7 | Do. |
| Devlin-Wear Coal Co | 1 | June 17, 1901 |
| Sans Bois Coal Co | 4 | Aug. 5, 1901 |
| Arkansas-McAlester Coal Co | 1 | Oct. 1, 1901 |
| Thomas H. Chambers | 1 | Dec. 9, 1901 |
| Turkey Creek Coal Co | 1 | Mar. 18, 1902 |
| Southwestern Coal and Improvement Co | 10 | Apr. 4, 1902 |
| Essen Coal Co | 1 | Apr. 12, 1902 |
| Bache & Denman | 1 | Apr. 22, 1902 |
| Kansas and Texas Coal Co | 4 | June 13, 1902 |
| Atoka Coal and Mining Co | 1 | Do. |
| Capital Coal and Mining Co | 1 | June 16, 1902 |
| Hailey Coal and Mining Co | 2 | June 17, 1902 |
| McDougall Co | 1 | June 18, 1902 |
| Le Bosquet Coal and Mining Co | 1 | Do. |
| Total number coal leases in effect June 30, 1902 | 104 | |
| ASPHALT. | | |
| Brunswick Asphalt Co | 1 | Mar. 20, 1900 |
| Elk Asphalt Co | 1 | May 3, 1900 |
| Downard Asphalt Co | 1 | Oct. 18, 1900 |
| M. & A. Schneider | 1 | Nov. 23, 1900 |
| Tar Spring Asphalt Co | 1 | May 13, 1901 |
| Choctaw Asphalt Co | 1 | Apr. 22, 1902 |
| Total number asphalt leases in effect June 30, 1902 | 6 | |



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For the convenient reference of the Department I submit, as an exhibit (marked A), a map of the Choctaw Nation, showing the location of the coal leases in that nation. There is also shown the approximate location of the operations which are still being carried on under old tribal contracts where such contracts have not yet been converted into formal leases under the agreement. The number of asphalt leases being so limited, no map showing the location of the same is submitted.

Referring to the report for the previous fiscal year, giving a list of coal leases granted up to that time, it will be noted that one of the approved leases of Messrs. D. Edwards & Son has been transferred, with the consent of the mining trustees and the approval of the Department, to the Arkansas-McAlester Coal Company.

The Department also permitted the Sans Bois Coal Company to exchange 4 of its original approved leases for the same number of leases covering other lands, it having been ascertained that the coal under a portion of the leases first granted could not be operated. This explains the statement showing that this company has only 2 leases approved in 1900 and 4 approved in 1901.

The asphalt lease of the Caddo Asphalt Company has, upon the request of such company, been surrendered and canceled, they having failed to find asphaltum of such quality and in such quantities that it could be profitably mined.

On June 30, 1901, as shown by the report for the year ending on that date, there were 10 companies or parties still operating under national contracts. Of these 10 all but 4 have since been granted formal leases. Of these 4 3 have continued operations, 2 (M. Perona and R. Sarlls) under informal permits, their national contracts having been submitted and found to be defective and invalid, the other being Messrs. Perry Brothers, whose applications have been considered and passed upon since the close of the fiscal year. The fourth operator, the Caston Coal Company, has abandoned all of its operations.

The rate of royalty paid on both coal and asphalt has remained the same during the entire year, viz, 8 cents per ton, mine run, for coal, and 60 cents per ton on refined or 10 cents per ton on crude asphalt.

The total amount of royalty collected on account of coal and asphalt in the Choctaw and Chickasaw nations during the year has amounted to $245,848.01 coal royalty and $1,513.35 asphalt royalty, making a total of $247,361.36.

The figures given above show the actual amount collected by the United States Indian agent for these accounts, but such amounts will not agree with the report of the output in tons, there being quite large payments made from time to time on account of back royalty, as will be referred to hereafter. The general settling up of these old matters resulted in the collection of almost $20,000, which, together with the advanced royalty paid on all leases in effect, accounts for the discrepancy between the reports of the output and moneys received.

The total coal and asphalt royalties collected for the fiscal years 1899, 1900, 1901, and 1902 are shown by the following comparative statement:

| | |
|---|---|
| July 1, 1898, to June 30, 1899 | $110,145.25 |
| July 1, 1899, to June 30, 1900 | 138,486.40 |
| July 1, 1900, to June 30, 1901 | 199,663.55 |
| July 1, 1901, to June 30, 1902 | 247,361.36 |

There has been considerable correspondence with the Department and the several mine operators in the matter of the final settlement of

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all old amounts due on account of back royalties, which amounts were ascertained from various sources. The one which has required the most attention and which has finally been closed was the amounts due from the several operators in 1898. These operators paid royalty on all coal mined up to January 1, 1899 (at which date the royalty was fixed by regulation of the Secretary of the Interior at 10 cents per ton), at the rate prescribed by their tribal or national contracts, viz, one-half cent per bushel, or 12½ cents per ton.

The agreement with the Choctaws and Chickasaws provided for a royalty on coal of 15 cents per ton, but authorized the Secretary of the Interior to reduce or advance the same, as he deemed best for the interests of the Indians. In settling up old accounts it was ascertained that operators had paid at the rate of 12½ cents per ton during the year 1898, while the law required a rate of 15 cents per ton. The matter was submitted to the Department, and after being considered I was advised that the rate of 15 cents per ton should be collected, and directed to call upon all operators for the amounts due during such period. Proper statements were prepared and all companies called upon, and in due time the amounts charged were paid, which settled up all back royalty claims and, as stated heretofore, the records and books are now carefully checked each quarter and it is promptly ascertained whether all amounts due are paid.

But little progress has been made during the year in the operation of the asphalt mines of the Indian Territory. The lessees continue to prospect and experiment, but the results are unsatisfactory, one company reporting that although they had believed asphalt existed in paying quantities where they desired to mine and they had expended considerable money in preparing to operate, still, after further investigation it was proven to them that it was not worth while to pursue the matter further; that they believed the asphalt in the Territory is in small pockets, and that this assumption is warranted by the finding of other companies. They therefore have withdrawn from the Indian Territory field and will procure their asphalt in the future from the island of Cuba.

There are a number of coal leases in the Choctaw Nation covering lands where incorporated towns are in existence at this time. The lease of the McAlester-Galveston Coal Mining Company covers a portion of the town of McAlester. This company attempted to make some new openings in the streets and at other points which were objectionable to the residents and authorities of the town. Therefore, in October, 1901, application was made by the incorporated town of McAlester to the United States court of the central district, Indian Territory, for an order restraining the company from opening a shaft in the street, and Hon. William H. H. Clayton, United States judge for that district, after a hearing, granted the injunction, holding that inasmuch as the area of the land in controversy was within the limits of a town it was the duty of the company to have made application to have the land where it desired to operate reserved for its use, under the provisions of the agreement. It was further held that even if the plat of the town site had been prepared and approved, the court would recognize any existing streets to the extent of preventing the obstruction of the same.

The forms of application, lease, etc., in use at the present time, together with a copy of the existing rules and regulations governing

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mineral leases in the Choctaw and Chickasaw nations, are attached as Appendix No. 12, page 364.

### CREEK NATION.

Coal has never been extensively mined in the Creek Nation and in most instances is found in shallow veins near the surface. Considerable coal, however, has recently been discovered along the line of the St. Louis and San Francisco Railroad in said nation.

The agreement with the Creek Nation, as ratified by the act of Congress approved March 1, 1901 (31 Stat., 861), and by the tribe on May 25, 1901, makes no provision for the leasing of mineral lands and does not reserve any of such land from allotment.

The agreement provides, however, that Indian citizens can not dispose of their allotments within five years, except with the consent of the Secretary of the Interior, and as coal, oil, and other minerals are considered part of the realty, the Department has held that an Indian citizen can not mine coal or other mineral and dispose of the same without the consent of the Department.

It was not believed by the Department to be desirable, owing to the present conditions, to permit Indians to mine coal until they have received absolute title to their land, but in a few instances where parties had been mining coal in good faith under permits granted prior to the ratification of the agreement, they have been permitted to continue upon the written consent of the Indian allottee and with the understanding that a royalty of eight cents per ton was to be paid into the United States Treasury through the United States Indian agent at Union Agency, and held to the credit of the land upon which the coal was mined, the same as is done in the case of the money collected for timber and stone under the provisions of the regulations governing such matters, said money to be eventually paid the allottee. But few of these permits have been granted, and the amount of money which has been collected on account of the coal mined thereunder amounted during the year to $2,761.20.

The operations carried on under the conditions above mentioned have been on a small scale, the coal as a general rule being mined by what is known as the stripping process, and principally used for local consumption.

No other mining in the Creek Nation has been carried on during the year. During the first part of the year, however, there was some little excitement over the matter of the discovery of what was believed to be valuable oil deposits at Red Fork and Tulsa in the Creek Nation, but inasmuch as the Department held that any leases for the purpose of extracting oil would be invalid and could not be recognized or permitted, the prospecting and drilling for oil in these towns was not resumed until about the latter part of June 1902, after the lots had been appraised, amounts due paid, and deeds issued.

### CHEROKEE NATION.

The provisions of section 13 of the Curtis Act authorized the making of mineral leases in the Cherokee Nation, but the Department has declined to generally receive any application for leases under such section, in view of the various pending agreements.

Under the provisions of such legislation, however, the Secretary of

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the Interior, as mentioned in previous reports, granted a permit for fifteen years to the Kansas and Arkansas Valley Railroad Company for the purpose of procuring gravel from the bars and bed of the Grand River in the Cherokee Nation, which permit is still in effect. A royalty of 2 cents per cubic yard is paid for the benefit of the nation for all gravel taken out under this permit.

A number of informal permits have been granted to both citizens and noncitizens to mine coal, principally for local consumption. This coal is mined on a small scale, and a royalty of 8 cents per ton is paid to the United States Indian agent, which amounted during the year to $5,339.57, as against $6,326.87 for the previous year. As in the Creek Nation, coal has never been extensively mined, being shallow and mined by the stripping process.

In previous reports I have mentioned the fact that the Cherokee Oil and Gas Company and other parties in 1899 had made application for a large number of oil and gas leases, covering tracts in the Cherokee Nation which they claimed to have improved and taken possession of under authority of tribal leases granted by the Cherokee Nation prior to the passage of the Curtis Act. The applications of the Cherokee Oil and Gas Company, after having been carefully considered by the Department and full examination of the tracts applied for being made and reports submitted, were finally passed upon May 12, 1902, and twelve of these applications were approved. All other applications of this company were severally and collectively rejected and denied, with the exception that they were allowed sixty days to present further proof concerning one particular application where they claimed to have sunk a well at a cost of $5,000. The formal leases covering the land described in the said twelve applications which were approved were duly executed by the company and the Secretary of the Interior under date of June 7, 1902.

These leases were granted under section 13 of the act of June 28, 1898, in pursuance of the preference right given by that section to those who or whose grantors have, under the customs and laws heretofore existing and prevailing in the Cherokee Nation, obtained leases of land containing oil, taken possession thereunder, made improvements, and developed and produced oil in commercial quantities. They cover a period of fifteen years, with rate of royalty of 10 per cent of the value of all crude oil extracted, each lease being for 640 acres.

Under similar conditions the Cudahy Oil Company, upon an application made in 1899, was granted one oil and gas lease since the close of the year.

## TOWN SITES.

### SURVEYS.

During the fiscal year ended June 30, 1901, the exterior limits of practically all the towns in the Indian Territory having more than 200 people were established, and a number of interior surveys completed. The work which has been under way during the past year has been almost entirely surveying and platting these towns into lots, blocks, and streets after the limits had once been determined upon.

These surveys have been made in accordance with the provisions of the legislation applicable to the several tribes, as modified by the act of May 31, 1900 (31 Stat., 221—see Appendix No. 6), which authorized the Secretary of the Interior to lay out and survey all town sites in

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the Indian Territory having a population of 200 or more, and all of the work which has been performed during the year has been at towns with 200 or more inhabitants, with the exception of the smaller towns in the Creek Nation specifically provided for by the agreement with that nation and at a few new town sites set aside upon the recommendation of the Commission to the Five Civilized Tribes under the provisions of this same act of May 31, 1900.

To carry on the town-site work the Indian appropriation act approved March 3, 1901, for the fiscal year 1902 provided $150,000. This fund is used not only in making surveys but in the appraisements and all other work in connection with the final disposition of town-site matters in the Choctaw, Chickasaw, Creek, and Cherokee nations.

While the act of May 31, 1900, supra, authorized the Secretary of the Interior to secure the surveying and platting of towns by contract, this plan was not followed in any way during the year. During the previous year a number of towns were platted under contract by Mr. L. F. Parker, as mentioned in my last report. The work has been carried on by the employment of town-site surveyors, and there have been engaged during the year from ten to twelve parties, consisting of a surveyor in charge, with transitman, chainmen, rodmen, and other necessary employees. In some of the larger towns, in order to expedite the work, more than one transit party has been furnished a surveyor, where the work would permit the use of such increased force.

There have been some changes in the field forces during the year. It has been the plan where employees have shown themselves particularly competent to promote them to more responsible places, thus making the service more efficient. The following, however, is a list of the office and field forces that were employed at the close of the year, so far as the surveys proper are concerned, not including chainmen, rodmen, and other irregular employees of this class:

*Supervising engineer.*—H. V. Hinckley.
*Assistant supervising engineer.*—John G. Joyce, jr.
*Draftsmen.*—Harry T. Kerr, Samuel A. Cobb, William G. Rawles.
*Surveyors.*—Charles L. Wood, Frank F. Sweet, William E. McElree, C. E. Phillips, John F. Fisher, Samuel P. Matthews, Mark Kirkpatrick, E. E. Colby, J. T. Payne, J. Gus Patton.
*Transitmen.*—Julian Burney, Henry M. Tinker, Charles L. Grimes, Merritt A. Howerton, J. Frank Ryan, John G. Hough, Earl Miller, Charles B. Stebbins, A. H. Collins, A. J. Gardenhire (irregular), William P. Danford (irregular).

I regret to report the death in the early part of the year of Mr. Mortimer Z. Jones, a surveyor appointed from Kansas. Mr. Jones was an energetic and efficient employee, and was taken ill with typhoid-malarial fever while engaged in the work at Lehigh, in the Choctaw Nation, and died at that place.

It was found to be necessary to fix a certain standard of accuracy up to which the several surveyors must gauge their work in platting town sites, and therefore, after some correspondence with the Department, the following limit of error was adopted, which has proven satisfactory:

First. Discrepancies between any angle and the governing distance shall not exceed two (2) minutes.

Second. The discrepancy in the angles of any block shall not exceed four (4) minutes, regardless of the number of sides to the block.

Third. No discrepancy will be allowed in excess of four-tenths ($\frac{4}{10}$) of a foot in the length of any 300-foot block, or six-tenths ($\frac{6}{10}$) in the length of any block.

Fourth. No discrepancy will be allowed in excess of one (1) foot in any street line or base line across any town site.

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The most serious complications that have been dealt with during the year have been the accurate location and platting of grounds claimed by railroad companies within the several town sites which have been surveyed. It has been difficult to procure necessary and satisfactory information, and plats which have been filed and prepared by the railroad companies have, as a general rule, been seriously incomplete and inaccurate, requiring the submission and approval of supplemental and amended plats, which has caused considerable annoyance and delay.

The plan adopted by the Department during the previous year of making photolithographic copies of all plats has been continued, one original plat being submitted to and approved by the Department, photolithographic copies thereof made to file with the various officers, in compliance with the provisions of the law, and other copies being offered for sale to the public at a price sufficient to pay the cost of photolithographing. This plan enables the residents of towns to procure official copies of such plats which are absolutely accurate and duplicates of the original.

In the Cherokee Nation the towns had at one time been laid out by the tribal authorities and the right of occupancy to lots disposed of by the nation. In establishing the limits of these towns under the provisions of the act of May 31, 1900, it was held by the Department that the question of the area originally included within the town sites as laid out by the Cherokee Nation was not to be considered; that under the law the criterion by which to determine the limits to be given each town site was the present needs and reasonable prospective growth of the town. Therefore, in determining the limits of Cherokee towns the original boundaries were not followed.

The interior subdivisional surveys of all towns having a population of 200 or more, in the Choctaw, Chickasaw, and Cherokee nations, and all towns in the Creek Nation, were practically completed on June 30, 1902, and the following is a statement showing the towns surveyed prior to the beginning of this fiscal year, those surveyed during the fiscal year, those under way at the close thereof, and the ones still remaining.

A progress map showing the status of the surveys on June 30, 1902, has been prepared. This map shows the location of each of the towns mentioned hereafter, and is submitted as Exhibit B.

Attention is respectfully invited to the report of the supervising engineer, which is also submitted.

CHOCTAW NATION.

*Surveyed and platted by town-site commission prior to the passage of the act of May 31, 1900.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Atoka | 1,200 | 277.18 | Kiowa | 250 | 360 |
| Calvin | 250 | 160 | South McAlester | 4,000 | 2,902.27 |
| Guertie | 225 | 160 | Sterrett | 800 | 485 |

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*Surveyed and platted during fiscal year 1901, by the Secretary of the Interior, under direction of the inspector.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Antlers | 800 | 182.5 | Hoyt | 284 | 97.5 |
| Caddo | 1,200 | 400 | Poteau | 1,200 | 645 |
| Cameron | 300 | 155 | Redoak | 209 | 132.5 |
| Canadian | 554 | 197.5 | Spiro | 600 | 225.78 |
| Cowlington | 235 | 157.5 | Stigler | 300 | 102.33 |
| Durant | 3,500 | 1,284 | Talihina | 400 | 210.59 |
| Enterprise | 552 | 107.5 | Tamaha | 313 | 142.3 |
| Grant | 250 | 131.22 | Wapanucka | 215 | 180 |
| Heavener | 250 | 175.64 | Wister | 360 | 149.78 |
| Howe | 1,000 | 326.7 | Whitefield | 354 | 100.57 |

*Surveyed and platted during fiscal year 1902, by the Secretary of the Interior, under direction of the inspector.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Allen | 235 | 120 | Lehigh | 3,000 | 1,050 |
| Coalgate | 2,600 | 785 | McAlester | 750 | 759.07 |
| Durant (addition) | | 40 | Wapanucka (addition) | 1,300 | 245 |
| Haileyville | 1,500 | 681.05 | Wilburton | 3,000 | 275.58 |

*Surveying and platting under progress.*

| Town. | Population. | Area. |
|---|---|---|
| | | *Acres.* |
| Hartshorne | 2,300 | 848.11 |

The above shows the disposition of all the towns in the Choctaw Nation which were considered up to June 30, 1902, as having a population of 200 or more inhabitants. No action has been taken concerning the town of Krebs, which was shown in my report for the year 1901, inasmuch as it is a coal town and its status has not yet been determined.

In addition to the above towns, the Department has approved, just at the close of the year, the recommendations of the Commission to the Five Civilized Tribes for the segregation of new town sites along the line of the newly constructed Arkansas and Choctaw Railroad through the Choctaw Nation, as follows. The advice concerning the approval of these town sites was not received in time to commence the work of platting them during the past year, but the same is now under way.

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Bennington | 140 | Harrington | 45 |
| Boswell | 160 | New Bokchito | 45 |
| Fort Towson | 160 | Purnell | 89.39 |
| Garvin | 120 | Soper | 90 |
| Gilbert | 100 | Valliant | 120 |
| Hugo | 160 | | |

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The Department has also approved the recommendation of the Commission to the Five Civilized Tribes for the segregation of a tract for town-site purposes along the line of the Missouri, Kansas and Texas Railroad Company in the Choctaw Nation, as follows:

| Town. | Population. | Area. |
|---|---|---|
| | | *Acres.* |
| Stringtown | 164 | 62.5 |

CHICKASAW NATION.

*Surveyed and platted by town-site commission prior to the passage of the act of May 31, 1900.*

| Town. | Population. | Area. |
|---|---|---|
| | | *Acres.* |
| Colbert | 275 | 129.77 |

*Surveyed and platted during fiscal year 1901, by the Secretary of the Interior, under direction of the inspector.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Ardmore | 6,000 | 2,262.14 | Marietta | 1,150 | 330 |
| Berwyn | 237 | 191.25 | Minco | 622 | 285.35 |
| Cumberland | 340 | 173.98 | McGee | 250 | 122.5 |
| Chickasha | 3,500 | 1,246.19 | Pauls Valley | 2,000 | 946.83 |
| Duncan | 1,500 | 1,010.07 | Pontotoc | 264 | 195 |
| Dougherty | 417 | 243.13 | Paoli | 225 | 85.48 |
| Emet | 300 | 170 | Rush Springs | 490 | 380 |
| Johnson | 230 | 90 | Silo | 400 | 195 |
| Lebanon | 218 | 164.92 | | | |

In addition to the above, the surveying of the following new towns in the Chickasaw Nation, along the line of the St. Louis, Oklahoma and Southern Railroad, was done by Mr. L. F. Parker, under contract, during the year 1901:

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Ada | 559.9 | Madill | 160 |
| Bryant (now Mill Creek) | 155.45 | Ravia | 326.39 |
| Francis | 160 | Roff | 595 |
| Gray | 80 | Scullin | 120 |
| Helen | 156.09 | Woodville | 160 |

It having been shown that there was no necessity for a town site at the station of Gray, the segregation made was, during the year, canceled, and therefore the plat of this town site will not be submitted for approval.

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*Surveyed and platted during fiscal year 1902, by the Secretary of the Interior, under direction of the inspector.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Addington | 300 | 145.4 | Marlow | 1,214 | 960 |
| Connerville | 317 | 180 | Kemp | 230 | 120 |
| Comanche | 600 | 437.04 | Orr | 215 | 185 |
| Earl | 240 | 125 | Purcell | 3,000 | 1,110.68 |
| Elmore | 225 | 145 | Purdy | 200 | 116.25 |
| Erin Springs | 204 | 110 | Ryan | 900 | 435.39 |
| Davis | 2,000 | 531.46 | Stonewall | 240 | 117.5 |
| Center | 510 | 195 | Sugden | 350 | 149.18 |
| Cornish | 210 | 190.28 | Terral | 500 | 280 |
| Leon | 240 | 165 | Wynnewood | 2,998 | 767.5 |

*Surveying and platting under progress.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Oakland | 900 | 343.75 | Tishomingo | 1,200 | 545 |

*Towns over 200 yet to be surveyed and platted.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Durwood | 250 | 140 | Mannsville | 215 | 175 |
| Hickory | 292 | 170 | Sulphur | 2,000 | 948.14 |
| Lonegrove | 215 | 195 | | | |

The four towns first above named have been delayed by reason of the fact that they are located in close proximity to railroads which are being or have recently been constructed. The work at the town of Sulphur has been postponed, owing to the fact that the supplemental agreement, not yet ratified by the tribes, provides for a reservation on account of the mineral springs at this point.

In addition to the above list of towns yet to be surveyed and platted should be added the following towns along new railroads, which have been set aside upon the recommendation of the Commission to the Five Civilized Tribes:

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Blue (now Milburn) | 160 | Mead | 60 |

CREEK NATION.

*Surveyed and platted prior to and during fiscal year 1901.*

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| By town-site commission: | *Acres.* | Under contract by L. F. Parker—Ctd. | *Acres.* |
| Muskogee | 2,444.76 | Mounds | 160 |
| Wagoner | 2,700 | Okmulgee | 415 |
| Under contract by L. F. Parker: | | Holdenville | 429.79 |
| Alabama | 80 | Wetumka | 160 |
| Beggs | 160 | Winchell | 160 |
| Henryetta | 157.13 | Foster (Yager P. O.) | 120 |

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*Surveyed and platted during fiscal year 1902, by the Secretary of the Interior, under direction of the inspector.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Bixby | 85 | 80 | Inola | | 160 |
| Bristow | 900 | 385 | Kellyville | | 80 |
| Coweta | 200 | 85 | Lee | 25 | 45 |
| Checotah | 1,000 | 503.75 | Red Fork | 200 | 160 |
| Clarksville | 400 | 147.5 | Sapulpa | 1,500 | 501.25 |
| Eufaula | 1,000 | 431.38 | Tulsa | 1,700 | 654.58 |
| Gibson Station | | 160 | Wildcat | 200 | 158 |

The segregations for the towns of Gibson Station, Inola, and Kellyville were made upon the recommendation of the Commission to the Five Civilized Tribes under the provision of that portion of the act of May 31, 1900, providing for towns along railroads, which act was embodied in section 10 of the Creek agreement. These segregations were made without regard to the population, and I have no accurate information as to the number of people at these places.

From the above it will be noted that the surveys are entirely completed within the Creek Nation, and the list includes all small towns, as the agreement specifically provided that all, without regard to population, might be surveyed.

CHEROKEE NATION.

*Surveyed and platted during fiscal year 1902, by the Secretary of the Interior, under direction of the inspector.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Adair | 300 | 150 | Lenapah | 203 | 118.12 |
| Afton | 1,200 | 582.5 | Muldrow | 500 | 210.5 |
| Bartlesville | 1,000 | 342.44 | Nowata | 900 | 375.63 |
| Blue Jacket | 350 | 196.25 | Oolagah | 308 | 170 |
| Chelsea | 1,000 | 452.59 | Pryor Creek | 600 | 365 |
| Catoosa | 250 | 165 | Ramona | 200 | 110 |
| Collinsville | 1,100 | 270 | Stilwell | 600 | 164.22 |
| Claremore | 1,000 | 657.5 | Sallisaw | 1,000 | 257.78 |
| Centralia | 400 | 177.5 | Talala | 300 | 170 |
| Choteau | 250 | 130 | Vian | 400 | 220.62 |
| Fairland | 600 | 240 | Vinita | 2,500 | 946.23 |
| Grove | 500 | 210 | Webbers Falls | 250 | 80.5 |
| Gans | 215 | 115 | Westville | 750 | 179.99 |
| Hanson | 210 | 95 | Welch | 330 | 160 |

*Surveying and platting under progress.*

| Town. | Population. | Area. | Town. | Population. | Area. |
|---|---|---|---|---|---|
| | | *Acres.* | | | *Acres.* |
| Fort Gibson | 1,200 | 412.65 | Tahlequah | 1,800 | 632.5 |

The surveys of Fort Gibson and Tahlequah were finished shortly after the close of the fiscal year, which completes all the towns in the Cherokee Nation having a population of two hundred or more inhabitants.

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## SMALL TOWNS.

The act of May 31, 1900, as stated, only authorized the surveying and platting of towns having a population of two hundred or more inhabitants, and with the exception of the Creek Nation, where such act was amended by the ratification of the agreement with this tribe, the only work that has been done was at these larger places.

The Indian appropriation act for the year 1903, approved May 27, 1902 (32 Stat., 245), provided, however, for the surveying and platting of all small towns, as follows:

> That the limits of such towns in the Cherokee, Choctaw, and Chickasaw nations, having a population of less than two hundred people, as in the judgment of the Secretary of the Interior should be established, shall be defined as early as practicable by the Secretary of the Interior in the same manner as provided for towns having over two hundred people under existing law, and the same shall not be subject to allotment; that the land so segregated and reserved from allotment shall be disposed of in such manner as the Secretary of the Interior may direct by a town-site commission, one member to be appointed by the Secretary of the Interior, and one by the executive of the nation in which such land is located; the proceeds arising from the disposition of such lands to be applied in like manner as the proceeds of other lands in town sites.

At the close of the fiscal year, under the provisions of the legislation above quoted, I had caused practically all the small towns and post-offices in the Choctaw, Chickasaw, and Cherokee nations to be visited by surveyors and transitmen, and reports as to population, existing conditions, etc., made, which reports have been transmitted to and considered by the Department since the close of the year. There are about 440 of these smaller towns and post-offices, but it is not believed that it will be necessary to establish or survey town sites at more than 60 towns in the Chickasaw Nation, 25 in the Choctaw Nation, and 20 in the Cherokee Nation.

## APPRAISEMENTS.

There have been three commissions engaged in the work of appraising town sites practically the entire year.

In the Choctaw Nation, during the first part of the year, the commission consisted of the same two members that had been engaged in the work during the previous year, namely, Mr. J. A. Sterrett, of Ohio, and Mr. Butler S. Smiser, representing the nation. In October, however, Mr. Smiser resigned, and Mr. Thomas W. Hunter was appointed in his stead, and the commission continued with this personnel the remainder of the year.

In the Chickasaw Nation, during the early part of the year, there was no commission. Mr. Arthur W. Hefley was afterwards appointed as chairman of this commission, vice the former chairman, Mr. Samuel N. Johnson, and Mr. Wesley B. Burney, on the part of the tribe, having been reinstated, the work of this commission again commenced, and has since continued.

On July 1, 1901, the two commissions, one for the town of Wagoner and one for the town of Muskogee, in the Creek Nation, were reappointed under the provisions of the agreement with that tribe. These commissions at once entered upon the work of completing the reappraisements of these two towns, which work was finally finished about the 1st of September. The chairmen of these two commissions, Mr. Dwight W. Tuttle and Mr. Henry C. Linn, were appointed as mem-

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bers of the commission for the Creek Nation, and Mr. George A. Alexander was appointed the third member, on behalf of the tribe, and this commission has continued the remainder of the year.

There has been no commission appointed in the Cherokee Nation.

The work was somewhat delayed in the Choctaw and Chickasaw nations during the early part of the fiscal year, owing to the attitude of the executives of these tribes relative to permitting the Indian members of the commissions to proceed with the work of appraising towns which had been platted under the act of May 31, 1900, they having protested, as referred to in my last annual report, against this work proceeding, contending that it was a violation of the strict terms of their agreement. These executives finally instructed the Indian members of these two commissions to decline to proceed with the work, after which these two commissioners were removed by the Department under the authority contained in the Indian appropriation act approved March 3, 1901. After this action and several conferences with the representatives of the two tribes, it was agreed that the work of appraisement should proceed. The tribal members of these two commissions were reappointed, which appointments were accepted by the Department, and the work has since that time been pushed as rapidly as possible.

As to the power and authority of the Secretary of the Interior to determine matters over which the town-site commissions fail to agree, I have to respectfully submit an opinion of Hon. William H. H. Clayton, the United States judge of the central district, Indian Territory (see Appendix No. 13, p. 375), upon a case which was brought before him, where the two members of the town-site commission for the Choctaw Nation failed to agree as to what should be classed an improvement in an instance known as the Allen Wright case, where a certain reservoir was in question. The Department held, with the chairman of the commission, that such reservoir should be considered as a permanent and substantial improvement, and the court held that the action of the Secretary of the Interior in this case was final and not subject to review.

The pending supplemental agreement with the Choctaws and Chickasaws provides that occupants or purchasers of lots in town sites upon which no improvements were made prior to the ratification of the act by Congress, which was July 1, 1902, shall pay the full appraised value of such lot instead of the percentage named in the Atoka agreement. If this supplemental agreement is ratified by the tribes, it will be necessary for the town-site commissions in the Choctaw and Chickasaw nations, in making their appraisements, to ascertain whether the improvements were made before or after July 1 last.

After the appraisement of any town site is made and approved, the proper commission serves a notice upon each owner, advising him of the amount of appraisement and the time within which he must pay the proper per cent. In the Creek Nation the first payment of 10 per cent must be paid within sixty days from service of notice, the second payment of 15 per cent within four months thereafter, and the remainder of the purchase money in three equal annual installments without interest. It is provided, however, that in case any amount be not paid when due, the same shall thereafter bear interest at the rate of 10 per cent per annum until paid.

In the Choctaw and Chickasaw nations the first payment of 25 per cent must be made within sixty days from notice, and the balance in three equal annual installments.

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These payments are all made to the United States Indian agent at Union Agency, and it requires a large amount of detailed clerical work to properly handle and receive the same.

The amount collected by the Indian agent from this source during the year was $157,188.53 for the Choctaw and Chickasaw nations and $80,536.56 for the Creek Nation, a total of $237,725.39.

As referred to in my last annual report, the act of May 31, 1900, so modified the then existing legislation that the work of town-site commissions could not commence as to any town until after the approval of the plat thereof. Therefore, the work of the several commissions during the year just closed has been entirely that of making appraisements.

A progress map, showing the status of the appraisements on June 30, 1902, has been prepared, and is submitted as Exhibit C.

CHOCTAW NATION.

In the Choctaw Nation at the close of the fiscal year the work of appraisement was practically up with the surveys. This commission had before the commencement of the past fiscal year appraised the towns of Atoka, Calvin, Guertie, Kiowa, South McAlester, and Sterrett.

A complete list of the towns which they have appraised up to June 30, 1902, including the above, showing the acreage and the total amount of the appraisements at each town, is respectfully shown below:

*Completed prior to June 30, 1901.*

| Town. | Area. | Appraisement. | Town. | Area. | Appraisement. |
|---|---|---|---|---|---|
| | *Acres.* | | | *Acres.* | |
| Atoka | 277.18 | [a] $40,786.00 | Kiowa | 360 | [a] $2,050.00 |
| Calvin | 160 | 1,949.00 | South McAlester | 2,902.27 | 233,668.00 |
| Guertie | 160 | [a] 808.00 | Sterrett | 485 | [a] 5,282.50 |

[a] Amount of appraisement covers improved property only.

*Completed during fiscal year ended June 30, 1902.*

| Town. | Area. | Appraisement. | Town. | Area. | Appraisement. |
|---|---|---|---|---|---|
| | *Acres.* | | | *Acres.* | |
| Allen | 120 | $5,031.00 | Hoyt | 97.5 | $2,174.00 |
| Antlers | 182.5 | 13,450.00 | McAlester | 759.07 | 57,348.00 |
| Canadian | 197.5 | 7,401.00 | Poteau | 645 | 44,195.00 |
| Cowlington | 157.5 | 3,366.00 | Redoak | 132.5 | 4,759.00 |
| Cameron | 155 | 5,496.00 | Stigler | 102.33 | 2,934.30 |
| Caddo | 400 | 70,595.50 | Talihina | 210.59 | 3,673.00 |
| Enterprise | 107.5 | 3,205.00 | Tamaha | 142.3 | 4,157.00 |
| Grant | 131.22 | 4,250.00 | Whitefield | 100.57 | 3,327.00 |
| Howe | 326.7 | 14,440.00 | Wister | 149.78 | 4,045.00 |

The commission at the close of the year was engaged in the work of making the appraisements at the following towns:

| Town. | Area. |
|---|---|
| | *Acres.* |
| Heavener | 175.64 |
| Spiro | 225.78 |
| Wilburton | 275.56 |

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Of towns having a population of 200 or more in the Choctaw Nation, the commission has the following yet to appraise:

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Durant | 1,324 | Coalgate | 785 |
| Lehigh | 1,050 | Hartshorne | 848.11 |
| Wapanucka | 425 | Haileyville | 681.05 |

In addition to the above, after the surveys are completed and the plats approved, the commission will have yet to appraise a number of town sites set aside upon the recommendation of the Commission to the Five Civilized tribes (see report under Surveys, p. 184), and also a few other small towns that have been found since the close of the year to contain more than 200 inhabitants, but where the area has not yet been determined, as also such coal towns as it is finally determined to survey.

The Choctaw commission has, in addition to its regular work of appraising towns, sold the vacant lots in the towns of South McAlester, McAlester, Canadian, and Poteau, and also the default lots at Atoka.

## CHICKASAW NATION.

The work of the new Chickasaw commission was hardly gotten under way until about January, 1902, since which time it has been given every facility to push the work of appraisement, in view of the large number of towns in that nation, some of which are quite large. It has been furnished with additional clerical force, and has had the work going on in several towns at one time.

The following is a list of towns appraised by this Commission up to June 30, 1902, including the one town, Colbert, which was appraised in 1899, showing the amount of the appraisments and the area of each:

*Appraised prior to June 30, 1901.*

| Town. | Area. | Appraisement. |
|---|---|---|
| | *Acres.* | |
| Colbert | 129.77 | [a] $3,200.00 |

[a] Amount of appraisement covers improved property only.

*Appraised during fiscal year 1902.*

| Town. | Area. | Appraisement. | Town. | Area. | Appraisement. |
|---|---|---|---|---|---|
| | *Acres.* | | | *Acres.* | |
| Ardmore | 2,262.14 | $322,818.90 | Marlow | 960 | $62,753.00 |
| Chickasha | 1,246.19 | 203,412.00 | Minco | 285.35 | 20,888.00 |
| Cumberland | 173.98 | 4,697.00 | Marietta | 330 | 49,954.00 |
| Emet | 170 | 5,520.00 | Rush Springs | 380 | 33,861.80 |
| Johnson | 90 | 4,141.00 | Silo | 195 | 2,375.00 |
| Lebanon | 164.92 | 4,862.00 | Woodville | 160 | 27,533.00 |
| McGee | 122.5 | 5,403.00 | | | |

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At the close of the fiscal year the Commission had under way and had practically completed the apprasements at the following towns:

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Addington | 145.4 | Ryan | 435.39 |
| Comanche | 437.04 | Sugden | 149.18 |
| Duncan | 1,010.07 | Terral | 280 |
| Pauls Valley | 946.83 | | |

The Commission has the following towns having a population of 200 or more yet to appraise:

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Berwyn | 191.25 | Lonegrove | 195 |
| Center | 195 | Mannsville | 175 |
| Cornish | 190.28 | Oakland | 343.75 |
| Connerville | 180 | Orr | 185 |
| Dougherty | 243.13 | Purcell | 1,110.68 |
| Davis | 531.46 | Pontotoc | 195 |
| Durwood | 140 | Paoli | 85.48 |
| Elmore | 145 | Purdy | 116.25 |
| Earl | 125 | Stonewall | 117.5 |
| Erin Springs | 110 | Tishomingo | 545 |
| Hickory | 170 | Wynnewood | 767.5 |
| Kemp | 120 | Sulphur | 948.14 |
| Leon | 165 | | |

In addition to the above, the Commission will have the towns along the St. Louis, Oklahoma and Southern Railroad, platted under contract (see page 185), except Woodville, which has already been appraised; such other new towns along the lines of railroads which have been or may be set aside upon the recommendation of the Commission to the Five Civilized Tribes, and some few others where it may be ascertained that the population is over 200 yet to appraise.

It will be noted from the above statements that the majority of the larger towns in the Chickasaw Nation have been completed. The Commission has, in addition to this appraisement work proper, sold the unimproved lots in a few of the smaller towns and prepared for the sales at Ardmore, Chickasha, and Marietta, which took place during July last.

### CREEK NATION.

As stated above, the work of the two separate Commissions appointed under the provisions of the agreement with the Creek Nation to complete the work at Wagoner and Muskogee was practically completed by the 1st of September. Since that time the Commission for this nation has been engaged in pushing the appraisements at other towns, the plats of which have been approved.

I respectfully submit below a list of the towns in the Creek Nation where the appraisements had been made up to June 30, 1902, showing the total amount of the appraisement of each town site and the acreage thereof:

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THE HOME OF A CREEK FULL BLOOD.

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*Completed during fiscal year ended June 30, 1902.*

| Town. | Area. | Appraisement. | Town. | Area. | Appraisement. |
|---|---|---|---|---|---|
| | *Acres.* | | | *Acres.* | |
| Muskogee | 2,444.76 | $241,370.20 | Holdenville | 429.79 | $102,810.00 |
| Wagoner | 2,700 | 159,475.00 | Kellyville | 80 | 6,712.00 |
| Alabama | 80 | 7,292.00 | Mounds | 160 | 27,004.00 |
| Beggs | 160 | 24,486.00 | Okmulgee | 415 | 82,571.00 |
| Bixby | 80 | 7,187.00 | Redfork | 160 | 18,128.00 |
| Bristow | 385 | 63,217.50 | Tulsa | 654.58 | 107,173.30 |
| Foster (Yager post-office) | 120 | 6,922.00 | Wetumka | 160 | 33,941.00 |
| Henryetta | 157.13 | 24,296.00 | Winchell | 160 | 8,333.00 |

The Commission, in addition to the above, had the work at the following towns practically completed, and had planned for the sales of vacant lots during July at all the towns along the St. Louis, Oklahoma and Southern Railroad from Mounds to Holdenville and at Muskogee and Wagoner:

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Eufaula | 431.88 | Inola | 160 |
| Checotah | 503.75 | Gibson Station | 160 |

The commission has the following towns still to appraise:

| Town. | Area. | Town. | Area. |
|---|---|---|---|
| | *Acres.* | | *Acres.* |
| Sapulpa | 501.25 | Lee | 45 |
| Clarksville | 147.5 | Wildcat | 158 |
| Coweta | 85 | | |

Of the towns yet to appraise, only one, Sapulpa, is of any size. The commission is now engaged in obtaining preliminary information at all of these towns.

The agreement with the Creek Nation provides for numerous classes of holdings and recognizes in certain cases the right of parties to purchase unimproved lots. This has caused considerable conflict of interests, and will necessitate the hearing of a large number of contests in the Creek towns, which will delay the work of this Commission to some extent.

At the stations of Mounds to Foster, inclusive, along the line of the St. Louis, Oklahoma and Southern Railroad in the Creek Nation, certain lands were set aside as new town sites upon the recommendation of the Commission to the Five Civilized Tribes. In appraising these tracts it was held by the Department that only two classes of holdings, under the provisions of the law, should be recognized; one being improved property, and the other being lots held as a home in connection with valuably improved lots, not to exceed four acres.

This construction of the law caused numerous protests and complaints from parties who claimed to own the occupancy right to unimproved lots in these towns, but after careful consideration the Department declined to change its decision in the matter, holding that after the segregation of the land for town-site purposes parties could not



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legally sell the right of occupancy to any unimproved property therein, but that where improvements had been erected in good faith the parties erecting the same should be protected. Since the close of the fiscal year, and at the time these unimproved lots were offered for sale at public auction, application was made to Hon. Charles W. Raymond, United States judge for the western district of Indian Territory, for an injunction restraining the town-site commission from selling any of these lots, but after hearing the argument of the parties interested the injunction was denied and the sale proceeded.

### CHEROKEE NATION.

None of the surveys in the Cherokee Nation were finally completed and the plats approved until the latter part of the year, and owing to this fact, and the further fact that there was considerable legislation pending affecting this tribe, no town-site commission was appointed in this nation, and therefore no appraisements have been made.

Since the passage and ratification of the act of July 1, 1902, providing for the allotment of the lands and disposition of town-sites in the Cherokee Nation, it is expected that steps will at once be taken to appoint a commission and push the appraisements to early completion.

### TOWN-LOT DEEDS.

No appraisements having been made in the Cherokee Nation, no titles to town lots in that nation have passed.

In the Creek Nation a large number of town-lot deeds have been issued. The agreement with this nation provides that all conveyances shall be approved by the Secretary of the Interior, which approval shall serve as a relinquishment to the grantee of all right, title, or interest of the United States in and to the lands embraced in his deed. Therefore all deeds to lots in this nation are submitted to the Department, and the following is a brief statement of the plan of procedure:

When full payment for any lot in the Creek Nation has been made to the United States Indian agent, he at once, in addition to furnishing the owner of the lot with a final receipt, issues a statement or certificate in duplicate, one of which he forwards to the principal chief of the Creek Nation and one to this office, setting forth the fact that the party named has made full payment for the lots described in accordance with the appraisement made by the town-site commission, and is entitled to a deed therefor. The deed is then drawn by the principal chief and transmitted to this office, where the duplicate certificate of final payment issued by the Indian agent is attached, and the deed is carefully checked and transmitted to the Department for the approval of the Secretary of the Interior, as required by law.

The agreement also provides that the Commission to the Five Civilized Tribes shall record all deeds; therefore when the deeds are approved by the Department they are forwarded to the Commission to be recorded, and the Commission in turn transmits them to the principal chief to be delivered to the grantee.

In the Choctaw and Chickasaw nations the agreement does not provide that deeds shall be approved by the Secretary of the Interior, and therefore when full payment for any lots in these nations is made, the deeds are drawn in the office of the United States Indian agent and transmitted to the principal chief of the Choctaw Nation and the gov-

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ernor of the Chickasaw Nation for execution and return. After they are received by the agent, properly executed, they are forwarded to the parties entitled to the same.

A form of deed in use in the Creek Nation is submitted as Appendix No. 14, page 377, and a similar form applying to the Choctaw and Chickasaw nations as Appendix No. 15, page 378.

### TRIBAL REVENUES.

The conditions, so far as the tribal revenues are concerned, have continued practically the same during the past year as for the year previous. The laws enacted by the tribal authorities have attempted to fix and prescribe certain permit or other taxes to be assessed against noncitizens residing and doing business within the Indian Territory, but the only method of enforcing these tribal taxes, as a general rule, has been by the removal of the parties declining to pay, under the provisions of section 2149 of the Revised Statutes of the United States.

In the Creek and Cherokee nations these revenues have been entirely collected by the Secretary of the Interior, through the United States Indian agent at Union Agency, all payments being made to such agent and deposited to the credit of the respective tribes with the Treasurer of the United States.

In the Choctaw and Chickasaw nations, however, their agreement permits them to continue to collect their own revenues as prescribed by their laws.

The parties affected by these tribal taxes throughout the Indian Territory have felt that they should not be required to pay the same, claiming that the public generally received no benefit from such taxes, and the noncitizens have repeatedly refused to comply with these laws. Numerous cases have been before the United States courts, and the matter of providing an equitable system of taxation for the Indian Territory has been brought to the attention of the Department, and Congress authorized the Secretary of the Interior to make an investigation and report concerning the matter, which was made by Mr. Frank C. Churchill, formerly revenue inspector for the Cherokee Nation, who was appointed a special agent for this purpose, who urgently recommended that some action be taken to relieve the present situation.

Previous to the fiscal year just closed there had been two revenue inspectors, one for the Creek Nation and one for the Cherokee Nation; but, as stated above, Mr. Churchill was appointed a special agent, and owing to the state of the work it was not believed necessary to have two inspectors in the Creek and Cherokee nations, and therefore the work in the Cherokee Nation was also assigned to Mr. Guy P. Cobb, the inspector for the Creek Nation.

At the close of the fiscal year, the work of collecting the cattle tax in the Chickasaw Nation having been turned over to the Government by the tribe, as will be hereafter referred to, was also placed in charge of Mr. Cobb, so that at the end of the year he was the revenue inspector for the Creek, Cherokee, and Chickasaw nations. His report is respectfully submitted and attention invited thereto.

### CHOCTAW AND CHICKASAW NATIONS.

The tribal authorities have continued to collect, with varied success, the tribal revenues and permits exacted of noncitizens residing and

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doing business within the limits of these nations, and where such non-citizens have failed or refused to pay the amounts demanded the executives have reported such fact to this office, after which the matter was looked into by the United States Indian agent and recommendations were in due time made to the Department for the removal of the parties complained of by the tribes. A number of removals were made during the year, and had their effect in assisting in the collection of these revenues.

In some instances, however, the parties removed would return to the Territory, and upon such cases being reported the matter was referred to the United States district attorneys with the request that steps be taken to prosecute them for returning to the Territory in violation of law after having been removed.

These removals have been made under the provisions of section 2149 of the Revised Statutes of the United States, it having been held by the Attorney-General of the United States, in an opinion rendered September 7, 1900, and which was submitted with my last annual report, that it was the duty and authority of the Interior Department, within any Indian nation of the Indian Territory, to remove all persons of the classes forbidden by treaty or law who were in such nation without permit or license.

As during the previous year, the matter of the right of the Department to assist in the collection of these tribal taxes has been before the United States courts in a number of cases, and it has been held that the only action that could be taken was removal, under the provisions of the statute above quoted.

There has been so much litigation and agitation over the matter of these tribal revenues that Congress saw fit to legislate concerning the same, and in the last Indian appropriation act, approved May 27, 1902, the following is embodied:

> That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties, and no part of this appropriation shall be used for the deportation or removal of any such person from the Indian Territory.

The question of collecting the taxes on cattle introduced in the Choctaw and Chickasaw nations has, however, received considerable attention, and in a number of cases where the tribal authorities were unable to collect the amounts due, the Department authorized the removal of the cattle and the owners thereof.

In the Chickasaw Nation, owing to the unsuccessful manner in which the cattle taxes were being collected, the tribe, through its national legislature, authorized and requested the Government to take the matter in charge, the expense of such work to be paid from the collections made, and an act was passed to this effect, which was approved by the President of the United States, and regulations were promulgated thereunder. A copy of these regulations is respectfully submitted as Appendix No. 16, page 379.

As before mentioned, Mr. Guy P. Cobb, the revenue inspector for the Creek and Cherokee nations, was also assigned to the duty of looking after the payments in the Chickasaw Nation, and four assistants or district inspectors were employed. These regulations provide that there shall be levied an annual privilege or permit tax of 25 cents per head on horses, cattle, and mules, and 5 cents per head on sheep and goats, with certain exceptions for family use.

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Collections under the direction of the Secretary of the Interior began about June 21, and up to June 30, 1902, there was paid to the United States Indian agent at Union Agency and placed to the credit of the tribe from this source the sum of $1,160.75.

When these regulations were promulgated during the month of June, they were distributed among the cattlemen of the Chickasaw Nation, and the general impression was that the tax would be more promptly and readily paid since the Government had taken charge of the matter than heretofore.

CREEK.

The revenues from noncitizens residing in the Creek Nation have been collected by the United States Indian agent during the year, in accordance with the provisions of the permit law enacted by the national council of that nation in 1900. During most of the year there has been but little trouble in this connection, the taxes having been quite promptly paid until about the time of the passage of the Indian appropriation act of May 27, 1902, heretofore referred to, which provided that it would be unlawful to remove any noncitizens who were in lawful possession of any lots or parcels of land in any incorporated or regularly established town in the Indian Territory when the parties owing these privilege or occupancy taxes declined to further pay the same.

A few removals were previously made during the year, of physicians and other parties who declined to comply with the tribal laws.

There was collected from July 1, 1901, to June 30, 1902, for the benefit of the Creek Nation, the total sum of $97,733.35. Of this amount $80,536.56 was on account of payments for town lots.

The following statement shows the sources from which the remainder of the amount collected, $17,196.79, was derived:

| | |
|---|---|
| Coal royalty | $2,761.20 |
| Merchandise | 5,317.08 |
| Occupation | 3,049.44 |
| Pasture and cattle revenues | 5,087.25 |
| Sale of court-house | 981.82 |
| Total | 17,196.79 |

The expenses of the revenue-inspection service chargeable to the Creek Nation for the year aggregates $2,814.57, payable from the funds collected, as shown by the statement above. The similar expenses of the revenue inspector for the preceding year were $4,230.82, showing a material decrease in the expenditures for the past year. This decrease was brought about by the fact that the work in the Creek and Cherokee nations was carried on under the supervision of one inspector instead of two, as for the year previous.

The following comparative statement, showing the amounts collected for the several fiscal years, is respectfully submitted. The amount given for the fiscal year just closed only includes the items properly considered tribal revenue, and not the amount collected for town lots.

| | |
|---|---|
| From July 1, 1898, to June 30, 1899 | $4,913.63 |
| From July 1, 1899, to June 30, 1900 | 26,370.19 |
| From July 1, 1900, to June 30, 1901 | 30,827.60 |
| From July 1, 1901, to June 30, 1902 | 17,196.79 |

It will be noted from the statement of the revenues collected during the year that one of the largest items is on account of pasture and

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cattle revenues. The Creek agreement provides that when cattle are introduced into the Creek Nation and grazed on lands not selected by Indians, the Secretary of the Interior is authorized to collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and therefore, under the provisions of this law, the following regulations were promulgated by the Department on July 23, 1901:

That parties desiring to introduce or graze cattle upon the public domain of the Creek Nation shall first make application to the United States Indian inspector for the Indian Territory, and shall pay to the United States Indian agent, Union Agency, the rate of one dollar per head for cattle desired to be grazed thereon, which amount shall be paid prior to the time the cattle are so introduced; and that a description of such cattle, including the brands, together with any other desired information, shall be furnished; and that parties so introducing cattle shall agree to take such measures as may be necessary to prevent cattle so introduced from infringing upon the lands of adjoining allottees.

Where cattle are confined to fenced inclosures or pastures, part of which has been selected and leased by individual citizens, a grazing tax on the unselected portion of such pasture shall be based on a full, fair rental; provided that such rental shall in no case be less than fifteen cents per acre; and provided further, that in instances where any or all of the provisions herein enumerated are not complied with, such cattle shall be removed from the limits of the Creek Nation by the Indian agent, and the amount previously paid for grazing privileges shall be forfeited.

The total amount received from this source during the year was $5,087.25.

The efforts of the revenue inspector in procuring a large amount due on account of the grazing of these cattle on the public domain have been particularly successful, and have necessitated his constant care and numerous long trips to remote and interior parts of the nation.

While the tribal tax laws have not been repealed, still, as Congress has prohibited the removal of persons in possession of town lots from the Indian Territory, as the law at present stands, it is practically impossible to collect any tribal taxes, except in cases similar to the cattle revenues, above referred to, where the parties liable do not reside within the limits of regularly established towns.

### CHEROKEE.

As before stated, the work of looking after the collection of the revenues in the Cherokee Nation has also been part of the duties of the former revenue inspector for the Creek Nation. These revenues have been collected from noncitizens during the year, paid to the United States Indian agent, and by him placed to the credit of the tribe. The courts having heretofore held that the taxes prescribed by the Cherokee tribal laws affecting citizens of that nation could not be enforced, the only collections made have been from noncitizens. The principal source of revenue in the Cherokee Nation has been the royalty on hay, and this has been secured without any particular difficulty, the railroads transporting such hay having instructed their local agents not to bill the same until evidence had been presented that the royalty thereon had been paid.

The amount received in the Cherokee Nation from the several sources during the year, from July 1, 1901, to June 30, 1902, are given in the following statement:

| | |
|---|---|
| Merchandise | $3,375.68 |
| Coal royalty | 5,339.57 |
| Hay royalty | 7,422.31 |
| Timber | 461.00 |
| Gravel | 236.52 |
| Ferry charters | 225.00 |
| Total | 17,060.08 |

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The proportionate part of the expenses of the revenue inspector chargeable to the Cherokee Nation is paid from the moneys collected, and such expenses for the year aggregate the sum of $2,598.84, while the same expenses for the previous year were $4,038.34. This decrease is due to the fact that one inspector looked after both the Creek and Cherokee nations, where two men were previously employed.

A comparative statement showing the amounts collected for previous fiscal years is given below:

| | |
|---|---|
| July 1, 1898, to June 30, 1899 | $3,150.87 |
| July 1, 1899, to June 30, 1900 | 19,455.05 |
| July 1, 1900, to June 30, 1901 | 19,392.65 |
| July 1, 1901, to June 30, 1902 | 17,060.08 |

## SCHOOLS.

### CHOCTAW AND CHICKASAW NATIONS.

The schools in these two nations have during the past year been maintained from the royalties derived from coal and asphalt, the agreement providing that such money shall be used only for the education of children of Indian blood, and disbursed under such rules and regulations as may be prescribed by the Secretary of the Interior.

In the Choctaw Nation the schools have been practically under the entire control of the United States Government, an arrangement having been made whereby the schools were to be jointly in charge of the United States school supervisor and a representative on the part of the tribal government, their acts, however, to be subject to the approval of the Department, through the general superintendent of schools for Indian Territory.

Mr. John D. Benedict, the superintendent of schools in Indian Territory, has had entire charge of the details in connection with the educational work, and his report, discussing every phase of the subject, is transmitted, and attention is respectfully invited thereto. Reference is also made to the reports of the several supervisors, submitted by the superintendent, which reports take up in detail the work in each nation.

The superintendent reports that while the past year has been a remarkably quiet one in educational matters, it has been by far the most successful of any since the Department assumed a supervisory control over the schools of the Indian Territory.

The tribal officials are now almost without exception working in harmony with the Federal officials in endeavoring to secure better educational facilities.

The expenses of the maintenance of the schools of the Choctaw Nation are paid by the United States Indian agent at Union Agency, by the usual official checks upon the assistant treasurer of the United States at St. Louis, Mo. These checks are drawn upon the pay rolls and accounts as submitted and certified to by the school supervisor and tribal representative, and approved by Superintendent Benedict. The employees of boarding schools and day-school teachers are carried as Government employees, with the exception that contracts are entered into with superintendents of boarding schools for the maintenance of the pupils attending such schools. The payments of the accounts of the superintendents are made direct by the Department on certified vouchers.

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There are still five boarding schools maintained in the Choctaw Nation, two of which are orphan academies. During the year there have also been maintained 190 day schools and a number of small neighborhood boarding schools; also several schools where Choctaw pupils reside within the limits of the Chickasaw Nation, where the teachers are paid a certain amount per pupil. The total enrollment of all the above schools during the year was 4,788, at a total cost of $113,485.65.

In the Chickasaw Nation there have been maintained four boarding schools, one of which is an orphan academy, and 16 day schools, with a total enrollment of 939 pupils, costing $84,257.85.

The past year is the first one that the expenses of the schools in the Chickasaw Nation have been paid from the coal and asphalt royalties, and this action was taken in view of the agreement entered into between the Secretary of the Interior and the governor of the Chickasaw Nation in April, 1901, referred to in my last annual report. Practically the only charge the Government has of these schools, however, is the matter of the qualifications of the teachers to be employed, and as they still practically control the same, paying their own expenses by means of warrants, which warrants are afterwards taken up and paid by the Government from their funds, the results which have been accomplished by the Chickasaw schools are not as satisfactory as the Choctaw, as the expenses have been exceptionally large when the number of pupils receiving the benefit of educational facilities is taken into consideration, and it would therefore appear to be necessary and desirable that some radical changes in the matter of the schools in the Chickasaw Nation be adopted during the next school year. In considering the expenses of the Chickasaw schools, it should also be remembered that the pupils in this nation are not furnished with clothing or shoes. These articles are supplied in the Choctaw Nation, and still the schools are run at a much less expense.

The superintendent in his report states that the greatest difficulty to contend against in the establishment of day schools is the scarcity of suitable schoolhouses, it having been customary in each of the nations to require the neighborhood to erect and furnish its own school building.

### CREEK NATION.

The schools of this nation are jointly in the control of a tribal superintendent and a Federal supervisor, both acting under rules and regulations prescribed by the Secretary of the Interior, which rules are in the form of an agreement entered into between the principal chief of the Creek Nation and the superintendent of schools in Indian Territory and approved by the Department. The full text of these rules is shown by the report of Superintendent Benedict, herewith submitted.

The expense of maintaining these schools is paid upon appropriations made by the national council by warrants drawn by the principal chief, which warrants are semiannually taken up and paid by the United States Indian agent from the proper funds of the tribe. These warrants are issued by the principal chief upon a joint requisition of the tribal superintendent and the Federal supervisor, approved by the superintendent of schools in Indian Territory.

During the past fiscal year the Creek Nation has maintained 10 boarding schools, 7 for Indian children and 3 for freedmen or colored

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children. Two of these 10 schools are orphan homes. There have also been maintained 52 day schools. The total enrollment of these schools has been 2,754, at a total cost of $72,102.26.

### CHEROKEE NATION.

The conditions, so far as educational matters are concerned, remain practically the same in the Cherokee Nation, the Government only assuming a supervisory control over their schools, under the provisions of section 19 of the Curtis Act.

A school supervisor in the Cherokee Nation, acting under the direction of the superintendent of schools in Indian Territory, spends his entire time in visiting and inspecting the schools, assisting in the examination of applicants for appointment as teachers, and passing upon and approving warrants issued by the principal chief in the payment of the expenses of such schools.

The expenses of these schools are provided for by acts of the national council appropriating certain amounts for the maintenance thereof. Requisitions are made by the tribal board of education upon the principal chief, and upon such requisitions he issues his warrants, which, as stated above, are approved by the Federal school supervisor before being circulated.

The new agreement which has since the close of the fiscal year been ratified by the Cherokee tribe provides for joint control of their schools, and such schools will be maintained during the coming school year under the provisions of such new legislation, which is set out in full in the report of the superintendent.

There have been 4 boarding schools maintained by the Cherokee Nation during the year, 1 being an orphan academy and 1 a colored high school; also 140 day schools, all having a total enrollment of 5,383 pupils, maintained at a total cost of $98,054.

## NEW AGREEMENTS.

### CREEK.

A supplemental agreement with the Creek Nation was ratified by Congress on June 30, 1902 (32 Stat., 500), which was to become of full force and effect if ratified by the Creek council on or before September 1, 1902. Since the close of the fiscal year, on July 26, 1902, the national council ratified and confirmed this supplemental agreement, and in accordance with the terms thereof the President of the United States, on August 8, 1902, issued his proclamation declaring that the same had become law on the date ratified by the tribe.

A copy of this supplemental agreement, together with a copy of the proclamation of the President, is shown by Appendix No. 4, page 280.

This supplemental agreement provides that all lands subject to allotment shall be appraised at not to exceed $6.50 per acre, instead of at their true value, as provided by the original agreement.

Provision was made for the descent and distribution of lands and moneys of deceased Indians, in accordance with chapter 49 of Mansfield's Digest of the Statutes of Arkansas.

Provision was also made for the enrollment of children born up to and including May 25, 1901, and living upon that date.

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The first legislation providing for public highways or roads is contained in this supplemental Creek agreement, which provides for such roads, 3 rods in width, along section lines, and at other places where the necessity demands, upon the payment of damages.

The supplemental agreement provides a penalty for the desecration of cemeteries, and also where cemeteries have been set aside for towns that the town authorities shall not be authorized to dispose of the lots therein until payment has been made to the Creek Nation therefor.

Provision was also made that all lands designated as parks upon the plat of any town site shall be paid for within one year, at the rate of $20 per acre.

It is also provided that allotted lands can not be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the consent of the Secretary of the Interior; that the 40-acre homestead shall not be alienated for twenty-one years from the date of the deed therefor.

Provision is made that Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only, and for a period of not to exceed five years for agricultural purposes, and that leases for longer periods and for mineral purposes may be made with the approval of the Secretary of the Interior.

### CHEROKEES.

All agreements heretofore entered into between the Commission to the Five Civilized Tribes and the Cherokee Indians having failed of ratification, Congress, on July 1, 1902 (32 Stat., 716), passed an act to provide for the allotment of the lands of this nation, for the disposition of town sites, and for other purposes. This act provided, however, that the same should not be of any validity until ratified by a majority of the whole number of votes cast by the legal voters of the Cherokee Nation at an election to be called by the principal chief within ten days after the passage of this act and to be held within thirty days thereafter.

This election was duly held on August 7, 1902, and the votes were canvassed and counted by the Cherokee council at a special session, resulting in the ratification of this act. The result of such election was proclaimed on August 12, 1902.

Attention is respectfully invited to the terms of this agreement (see Appendix No. 5, page 335), and reference is briefly made to certain particular and important provisions thereof.

The lands subject to allotment shall be appraised at their true value, consideration not being given to the location of the land, timber, or improvements thereon, or any mineral deposits thereunder.

The Commission to the Five Civilized Tribes shall allot to each citizen, as soon as practicable after the approval of the citizenship roll by the Secretary of the Interior, land equal in value to 110 acres of the average allottable lands. Forty acres of this allotment shall be selected as a homestead, and shall be inalienable during the lifetime of the allottee, not to exceed twenty-one years from the date of his certificate of allotment. The remainder of this allotment can not be alienated by the allottee or his heirs before the expiration of five years from the date of the ratification of this act.

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It is made unlawful after ninety days from the ratification of this act for any member of the Cherokee tribe to hold more lands in value than that of 110 acres of average allottable land for himself and each member of his family, and a penalty for the violation of this law is provided.

The United States Indian agent at Union Agency is required under the direction of the Secretary of the Interior to place allottees in possession of their allotments and remove objectionable persons therefrom.

Provision is made that the roll of citizenship shall be made as of September 1, 1902, and no applications for enrollment shall be received after October 31, 1902.

It is also provided that the school fund of the Cherokee Nation shall be used under the direction of the Secretary of the Interior for the education of children of Cherokee citizens, and such schools shall be conducted under rules and regulations to be prescribed by him, and be under the supervision of the Federal supervisor and the tribal school board.

Public highways or roads two rods in width may be established along all section lines without compensation being paid therefor, and other public roads may be established where necessary for the public good, the actual value of the land to be determined and paid.

Provision is made for the holding of both improved and unimproved property, under certain conditions, in towns which have been surveyed and platted under the provisions of previous legislation, all lots to be appraised in the usual manner by a town-site commission.

The act further provides that the Secretary of the Interior shall cause to be paid all just indebtedness of the Cherokee tribe existing at the date of the ratification of such act which may have been lawfully contracted, as also warrants drawn by authority of law hereafter and prior to the dissolution of the tribal government, such payments to be made from any funds in the United States Treasury belonging to such tribe.

Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, and leases for longer periods and for mineral purposes may also be made with the approval of the Secretary of the Interior.

The provisions of section 13 of the Curtis Act, providing for the leasing of mineral lands, shall not apply to the Cherokee Nation.

### CHOCTAW AND CHICKASAW.

Congress also, on July 1, 1902, ratified a supplemental agreement with the Choctaw and Chickasaw nations, embodying numerous important provisions affecting these two tribes. This supplemental agreement, however, is only to become effective when ratified by a majority of the votes cast at an election which has been called for September 25, 1902.

The most important provisions of this supplemental agreement are the disposition of certain citizenship questions, the fixing of a standard allotment of land equal in value to 320 acres of the average allottable lands to be given to each citizen by blood, and land equal in value to 40 acres of average allottable land to each Choctaw and Chickasaw freedman, the sale of the coal and asphalt lands, and the cession to the

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United States of a certain tract of land for a Government reservation at Sulphur Springs, in the Chickasaw Nation.

Attention is respectfully invited to the text of this supplemental agreement, which is submitted as Appendix No. 17, page 435.

### TIMBER AND STONE.

The law governing the cutting of timber and procurement of stone from the lands of the Five Civilized Tribes has not been changed during the year, and the regulations promulgated under the provisions of the act of Congress approved June 6, 1900 (31 Stat., 660), are still in effect. Attention is respectfully invited to a copy of these regulations submitted with this report as Appendix No. 7, page 345.

The law provides a fine of not more than $500 or imprisonment for not more than twelve months, or both, in the discretion of the court, for the cutting of timber or procurement of stone in violation of the regulations above mentioned.

The regulations provide that parties desiring to cut timber or procure stone must make application to the inspector for permission to enter into contract with the United States Indian agent at Union Agency. Such applications are forwarded by me for the consideration of the Department, and, if approved, the Indian agent is directed to enter into contract, and after the approval of such contract the parties are authorized to cut the timber or procure the stone, and not before.

No applications of a general character for the cutting of timber for local domestic purposes have been received during the year, it having been considered by the Department, as mentioned in my last annual report, that it was inadvisable to make such contracts for the reasons stated, and the general regulations still remain suspended, except where timber is absolutely necessary for the construction of railroads and for props and caps for mines.

A list of the contracts made under the provisions of this legislation is respectfully given below. These contracts are made for a term of one year from their date, and the list only includes such as were in effect during the fiscal year for which this report is made:

| Name. | Material to be procured. | Amount. | Date of contract. |
|---|---|---|---|
| Osgood & Johnson | Railroad ties | 200,000 | Sept. 15, 1900 |
| William N. Jones | Cross-ties | 400,000 | Apr. 22, 1901 |
| | Switch ties | 50,000 | |
| Bernard Corrigan | Piling ... linear feet | 100,000 | Mar. 29, 1901 |
| | Bridge timber ... feet B. M. | 500,000 | |
| | Sandstone ... cubic yards | 8,000 | |
| Missouri, Kansas and Texas Ry. Co. | Stone for ballast purposes, cubic yards. | 200,000 | June 22, 1901 |
| Gulf, Colorado and Santa Fe Ry. Co. | do | 100,000 | Aug. 1, 1901 |
| Vernon E. Steen | Piling ... linear feet | 200,000 | Sept. 16, 1901 |
| | Bridge timber ... feet B. M. | 2,000,000 | |
| Angus McLeod | Piling ... linear feet | 10,000 | Sept. 27, 1901 |
| | Switch ties | 600 | |
| Central Coal and Coke Co. | Cross-ties | 600,000 | Sept. 24, 1901 |
| | Switch ties | 2,000 | |
| Kenefick Construction Co. | Bridge timber ... feet B. M. | 2,500,000 | Jan. 23, 1902 |
| | Piling ... linear feet | 90,000 | |
| | Cross-ties | 475,000 | |
| | Switch ties | 2,760 | |
| A. McLeod & Co. | Bridge timber ... feet B. M. | 500,000 | Feb. 28, 1902 |
| | Piling ... linear feet | 40,000 | |
| | Cross-ties | 100,000 | |
| | Switch ties | 1,000 | |
| St. Louis and San Francisco R. R. Co. | Stone for ballast purposes, cubic yards. | 750,000 | Apr. 15, 1902 |
| John Simpson | Numerous mine timbers | ..... | June 21, 1902 |

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The last two contracts were entered into during the year, but were not finally approved until after June 30.

A number of contracts above mentioned expired during the year. The Missouri, Kansas and Texas Railway Company, upon the expiration of its contract, at its request was granted permission to renew the same for one year, which renewal has been properly made.

The contracts which have been entered into provide for the following rates to be paid for timber and stone procured thereunder, viz: 10 cents each for cross-ties; 15 cents each for switch ties; $12 per 1,000 linear feet for timber for piling; $1 per 1,000 feet board measure for timber for bridges; 10 cents per cubic yard for stone for masonry, and one-half cent per cubic yard for stone for ballast purposes. Mine timbers are paid for at prices ranging from 20 cents to $1 per 100 for props, 20 cents per 100 for pit ties, 15 cents per 100 for cap pieces, and $14 and $20 per 100 for cross bars, according to the size and length of the different timbers.

Contractors are not permitted to enter the inclosures or go upon land actually in possession of and claimed in good faith as the prospective allotments of Indian citizens and cut timber or procure stone without their consent, and unless they can procure the consent of the Indian citizens to allow them to take timber from such land, they must confine their operations to the public domain.

The amounts due under the respective contracts are paid to the United States Indian agent at Union Agency, who is required to keep an accurate list by legal subdivisions of the land from which such timber and stone have been taken, which money is placed to the credit of the particular tracts of land from which the same was procured, to be, after allotment, paid to the citizen or citizens receiving such land, if in the final equalization it is found that they are entitled to said money. The total amount collected in all nations from this source during the year was $74,977.37.

The act of June 6, 1900, and the regulations promulgated thereunder, do not apply, however, to allotted lands in the Creek Nation, the agreement with such nation providing that after any citizen has selected his allotment, he may dispose of the timber thereon. No timber, however, can be taken from lands not so selected without the payment of a reasonable royalty thereon, under contract to be prescribed by the Secretary of the Interior.

These regulations have been so construed by the Department as to permit Indian citizens in possession of lands claimed in good faith as their prospective allotments, and where they are clearing the same for cultivation, to dispose of the surplus timber as stove wood or cord wood only, for local consumption, and to otherwise utilize the timber from such clearing in erecting fences, buildings, or other permanent improvements on their land.

Parties, however, on being advised in reference to these matters, are cautioned against the indiscriminate cutting of timber for speculative purposes, and informed that they will not be permitted to sell or dispose of large merchantable timber in commercial quantities.

The effect of this legislation is now generally understood throughout the Territory, and there are few if any complaints that parties are violating the law. Where reports are made that parties are wantonly cutting timber in violation of these regulations, steps are at once taken to look into the matter, and if the facts show that the parties com-

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plained of are guilty, the matter is at once referred to the proper officers of the United States court for attention.

The question of the right of Seminole citizens who have taken their allotments to dispose of the timber thereon and ship the same from the limits of the Indian Territory was brought to the attention of the Department, and I was advised on June 14, 1902, that inasmuch as the Seminole agreement makes no specific provision concerning the cutting of timber, and as the act of June 6, 1900, supra, pertains to all of the five civilized tribes, there was no law authorizing the shipment of timber cut from the allotments of the Seminoles to points outside of the Territory, and that the regulations promulgated under the act above referred to are applicable to the Seminole equally with the other nations of the Territory.

## FINANCE.

### RECEIPTS.

The work of the office of the United States Indian agent incident to the collection of the royalties and other moneys due the tribes has materially increased during the year. These moneys are collected by him under rules and regulations of the Department and the direction of the inspector and placed to the credit of the Treasurer of the United States for the benefit of the respective tribes.

The handling of this money requires a large amount of detailed clerical work. Practically all is remitted through the mails and comes in all forms—postal money orders, bank exchange, personal checks, express orders, and currency.

The largest number of remittances is received on account of payments on town lots, such property being owned by so many different individuals and payments being made in installments. This occasions a great many small remittances, all of which must be properly credited to the particular lot for which payment is made. Formal receipts for all moneys paid are promptly forwarded by mail.

As shown by the report of the Indian agent, submitted herewith, the following is a statement of the receipts from the various sources as indicated, during the year commencing July 1, 1901, and ending June 30, 1902:

| | | |
|---|---|---|
| Chocktaw and Chickasaw: | | |
| Coal and asphalt | $247,361.36 | |
| Town lots | 157,188.83 | |
| Timber and stone | 74,516.37 | |
| | | $479,066.56 |
| Chickasaw: | | |
| Cattle tax | | 1,160.75 |
| Creek: | | |
| Coal royalty | $2,761.20 | |
| Merchandise | 5,317.08 | |
| Occupation | 3,049.44 | |
| Pasture and cattle revenues | 5,087.25 | |
| Sale of court-house | 981.82 | |
| Town lots | 80,536.56 | |
| | | 97,733.35 |
| Cherokee: | | |
| Merchandise | 3,375.68 | |
| Coal royalty | 5,339.57 | |
| Hay royalty | 7,422.31 | |
| Timber | 461.00 | |
| Gravel | 236.52 | |
| Ferry charters | 225.00 | |
| | | 17,060.08 |
| Sale of town-site plats | | 73.20 |
| Total | | 595,093.94 |

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Deducting from the total amount collected the amount paid for exchange, $335.84, the net amount deposited is shown to be $594,758.10.

Comparing the totals given with the amounts collected during the previous year, as shown by the following, it will be noted that there is an increase of $308,579.92.

*Receipts during the year 1901.*

| | |
|---|---|
| Choctaw and Chickasaw nations | $236,253.66 |
| Creek Nation | 30,827.60 |
| Cherokee Nation | 19,392.65 |
| Seminole Nation | 7.71 |
| Sale of town-site plats | 32.40 |
| Total | 286,514.02 |

DISBURSEMENTS.

The total amount of disbursements by the United States Indian agent at Union Agency during the year commencing July 1, 1901, and ending June 30, 1902, under the several heads, is shown by the following statement:

| | |
|---|---|
| Warrant payments: | |
| Creek | $130,890.13 |
| Choctaw, general | 485.70 |
| Choctaw school certificates | 188.10 |
| Chickasaw | 129,590.40 |
| Cherokee | 201,623.84 |
| Schools, Choctaw | 64,854.24 |
| Expenses, town site | 84,890.60 |
| Smallpox | 1,505.32 |
| Creek indigents | 5,249.50 |
| Destitute Cherokees and expenses | 13,751.32 |
| Exchange | 335.84 |
| Office incidentals and miscellaneous | 24,684.28 |
| Total | 658,049.27 |

The total disbursements for the fiscal year ended June 30, 1901, were $304,292.52, which, compared with the amount disbursed during the year just closed, shows an increase of $353,756.75.

From the above itemized statement of the disbursements made it will be noted that, as during the previous years, the Indian agent has paid the expenses incurred in the maintenance of the schools of the Choctaw Nation, made certain disbursements to retire outstanding warrants of the several tribes, paid the larger part of the expenses of the town-site work, and numerous other miscellaneous items.

WARRANT PAYMENTS.

CHEROKEE.

As referred to in my last annual report, steps had been taken at that time by the United States Indian agent to disburse the available sum of $215,157.22 in the payment of interest upon and retiring certain outstanding Cherokee warrants. This payment proceeded during the first part of the fiscal year, and there was disbursed of the amount above given the total sum of $201,623.84.

This payment covered warrants issued against the four funds of the Cherokee Nation, viz: General, school, orphan, and insane.

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The outstanding indebtedness of the Cherokee Nation draws interest at the rate of 6 per cent per annum, while their invested funds only pay them 5 per cent, but the act of July 1, 1902, which has only recently been ratified by the Cherokee tribe, provides that the Secretary of the Interior shall cause to be paid all just indebtedness of the tribe existing at the date of ratification of the act, and also all warrants drawn by authority of law thereafter and prior to the dissolution of the tribal government. This matter is now receiving the consideration of the Department.

Prior to the close of the fiscal year an advertisement had been issued for a payment to commence on July 1, 1902, which payment is now in progress, and during which it is proposed to disburse the sum of $148,232.79, interest on their invested funds, which was available prior to the ratification of the act of July 1, 1902.

This payment will practically retire all of the general fund indebtedness outstanding up to warrant No. F 7, dated December 17, 1894.

### CREEK.

There have been two payments of Creek warrants made by the United States Indian agent during the past fiscal year—one in September, 1901, and one in February, 1902—aggregating a total disbursement of $130,890.13. Just at the close of the fiscal year a payment, to commence July 10, 1902, to disburse the sum of $36,839.07 was advertised, which payment is now being made.

The Creek Nation has no large outstanding indebtedness, the interest on their invested funds being practically sufficient to maintain their tribal government and schools, with the assistance of the revenues collected by the United States Indian agent on account of tribal taxes, etc.

### CHOCTAW.

My last report showed the sum of $1,159.14 as the balance remaining of the appropriation of $75,000 made by Congress in 1899, from the general fund of the Choctaw Nation, for the payment of certain outstanding warrants at that time.

I have been authorized to investigate and transmit to the Department sufficient warrants which could be paid under this appropriation to exhaust the remainder thereof. There are but few of these old warrants still outstanding, and as they are presented they are carefully looked into and reported to the Department.

The agent has disbursed from this appropriation during the year, in the payment of warrants certified to him by me, after the same were approved by the Department, $485.70, leaving a balance at the close of the fiscal year yet available under this fund of $673.44.

I have also certified to the agent during the year, and he has paid under his original instructions, certain old school warrants or certificates of the Choctaw Nation, issued by them prior to the time the Government took control of their schools, and since their agreement was ratified, amounting to $188.10. These school warrants were paid from the fund derived from the royalties on coal and asphalt.

### CHICKASAW.

Under the regulations promulgated during the fiscal year 1901, the outstanding warrants of the Chickasaw Nation, issued in the operation of their schools, were to be paid from the royalties collected on

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account of coal and asphalt. Under instructions from the Department I made an extensive investigation of the outstanding school indebtedness of the Chickasaw Nation up to August 31, 1901, and furnished a report of the warrants which I believed should be paid. This report aggregated about $130,000, and after its approval by the Department the United States Indian agent was directed to pay the warrants investigated by me and shown by the list which had been approved by the Department. This payment was made and a total amount of $129,590.40 disbursed.

An investigation of additional warrants to be paid, issued since August 31, 1901, was made just at the close of the past fiscal year, and it is expected that a second payment will be made soon.

### MUNICIPAL BONDS.

Section 25 of the Creek agreement, as ratified by the act of Congress approved March 1, 1901 (31 Stat., 861), provides:

Authority is hereby conferred upon municipal corporations in the Creek Nation, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes, and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to the provisions of the laws of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nation and made applicable to the cities and towns therein the same as if specially enacted in reference thereto.

This section, it will be noted, authorized municipal corporations in the Creek Nation only, with the approval of the Secretary of the Interior, to issue bonds for waterworks, schools, and other public improvements. Under this section the city of Muskogee voted a bond issue of $175,000, which issue was, after due consideration, approved by the honorable Secretary of the Interior.

The town of Okmulgee held an election and authorized the issuance of bonds for school purposes in the sum of $20,000, which was approved by the Department.

The town of Checotah also voted for an issuance of bonds for school purposes, in the sum of $10,000, which has not yet been finally passed upon.

The town of Wagoner voted for an issue of bonds in the sum of $100,000 for waterworks, and $15,000 for the purchase of certain school buildings. The Department declined to give its approval to the waterworks bonds for this town, but stated upon certain conditions that it would approve the issue of $15,000 for school purposes. Prior to the time that the town of Wagoner furnished the additional evidence required by the Department concerning its school-bond issue, Congress passed the following act governing the issuance of bonds for municipal purposes, which was approved on May 19, 1902 (32 Stat., 200), and which applies to the Indian Territory as a whole.

AN ACT for the protection of cities and towns in the Indian Territory, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That any incorporated city or town in the Indian Territory having a population of two thousand or more, is hereby authorized to issue bonds and borrow money thereon, to be used for the construction of sewers and waterworks and the building of schoolhouses, such bonds not to exceed an amount, the interest on which at five per centum per annum would be liquidated by a tax of five mills upon the dollar of valuation of the taxable property in such city or town, to be ascertained by the last assessment for the purpose of taxation; and that before such bonds shall



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be issued, the same shall be authorized by a two-thirds majority of the qualified voters of such city or town, voting at an election held for that purpose, notice of which shall be published for four consecutive weeks prior thereto in a newspaper of general circulation published in such municipality: *Provided*, That such bonds shall not be issued until it shall be made to appear to the satisfaction of the judge of the United States court for the judicial district in which such municipality is located, by petition of the mayor and council thereof, that all the requirements of this section have been complied with, who shall thereupon cause to be entered upon the minutes of his court a judgment or decree reciting the facts as he finds them to be: *Provided*, however, that before any election shall be held for the purposes herein named, a census shall be taken, and the population of said municipality ascertained by some suitable person or persons, appointed for that purpose by the said judge of the district court, who shall make a sworn return to said judge, showing the number of inhabitants thereof, and that the judgment or decree shall set forth the population and taxable wealth of the municipality, and said order or decree shall be printed on said bond, and made a part thereof, and shall be final and conclusive against said municipality in any litigation on said bonds.

SEC. 2. That such bonds shall contain all necessary and usual provisions expressing the contract, shall be signed by the mayor and countersigned by the treasurer of such municipality, who shall keep a proper record of such bonds. Said bonds shall not bear a rate of interest exceeding 5 per centum per annum, payable semiannually, and none of said bonds shall be sold at less than their par value.

SEC. 3. That any municipality incurring any indebtedness for the purposes provided for in this act shall, by ordinance which shall be irrepealable, provide for the collection of an annual tax sufficient to pay the interest on such bonds, as the same falls due, and also to pay and discharge the principal thereof within twenty years from the date of contracting the same: *Provided*, That if any municipality shall have the authority under any special act to issue its bonds, the amount of the bonds issued under the special act shall be first deducted, and there shall only be issued under this act such additional bonds as shall not exceed the limit provided in this act.

This act provides that towns having a population of 2,000 or more are authorized to issue bonds for public improvements not to exceed an amount the interest of which at 5 per centum per annum would be liquidated by a tax of 5 mills on the dollar of the valuation of the taxable property of such city or town. The act also provides the manner of holding elections to vote upon such bond issues, and instead of requiring that the same meet the approval of the Secretary of the Interior, it is provided that the judge of the United States court for the judicial district in which such municipality is located shall pass upon the same.

In view of the fact that the election concerning the Wagoner school bonds was held prior to the passage of this act, the authorities of this town urgently requested that the Secretary of the Interior give his approval to such bonds under the provisions of the legislation contained in the Creek agreement, first above quoted, but the Department held that the town of Wagoner, having a population of over 2,000, the provisions of the act of May 19, 1902, were mandatory, and that they must now proceed under such act.

The town of Checotah, having a population of less than 2,000 inhabitants, is not affected by the act of May 19, 1902, and therefore has submitted the matter of its bond issue to the Department, under the provisions of section 25 of the Creek agreement.

## NEW RAILROAD LEGISLATION.

The various acts of Congress governing the construction of railroads through the Indian Territory have heretofore provided that companies desiring to build such railroads should make application to the Department for permission to survey and locate their lines, and after such survey was made the maps of definite location and plats of station

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grounds selected should be filed with and approved by the Secretary of the Interior.

Provision was made for the settlement of damages by reason of the construction of such roads in case amicable adjustment could not be made, by the appointment of referees, etc., all matters being under the direction of the Department.

The authority granted by Congress through these various acts for the construction of railroads only applied to Indian lands, and therefore, after the disposition of some of the town sites through the Indian Territory, whereby the title passed from the tribe to individual owners of town lots, the question of the authority of railroad companies to construct their lines through such town sites became a serious one.

An act was passed by Congress and approved February 28, 1902 (32 Stat. 43), entitled "An act to grant a right of way through the Oklahoma Territory and the Indian Territory to the Enid and Anadarko Railroad Company, and for other purposes," which act made general provision for the construction of railroads through any lands held by any Indian tribe or nation, person or municipality, or through any lands in the Indian Territory, which have been or may hereafter be allotted, whether the same have or have not been conveyed to the allottee. This act does not provide that permission to locate lines shall be obtained from the Department, nor does it provide that the plats of such lines be approved by the Secretary of the Interior, although it is required that such plats be filed with the Department, and also the United States Indian agent and the principal chief or governor of any tribe through whose lands its line may run.

The act also provides that in case of a failure of the railroad company to make amicable settlement with any individual owner, occupant, allottee or tribe, steps may be taken in the United States courts to condemn the lands sought to be acquired, and all compensation and damages to be paid shall be determined by a board of referees to be appointed by such court and to act under its direction.

A copy of this act has been submitted as Appendix No. 11, page 359, to which attention is respectfully invited.

### APPROPRIATIONS.

The Indian appropriation act for the fiscal year 1902, approved March 3, 1901, appropriated $18,000 for the incidental expenses of the Indian service in the Indian Territory, and the same act provided an appropriation of $150,000 to carry on the town-site work.

The act of May 27, 1902, making appropriations for the fiscal year 1903, carried the same sum of $18,000 for incidental expenses in the Territory; also an additional sum of $50,000 to carry on the town-site work, and $15,000 for the purpose of removing intruders and placing allottees in unrestricted possession of their allotments.

### TRIBAL GOVERNMENTS.

There has been no change in the tribal governments of the Five Civilized Tribes during the past fiscal year. Such tribal governments, under the provisions of the present legislation are to exist not longer than March 4, 1906.

The executives of these tribes during the year have been Hon. P. Porter, principal chief of the Creek Nation; Hon. T. M. Buffington,

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principal chief of the Cherokee Nation; Hon. G. W. Dukes, principal chief of the Choctaw Nation; Hon. D. H. Johnston, governor of the Chickasaw Nation, and Hon. John F. Brown, principal chief of the Seminole Nation.

Since the close of the fiscal year elections have been held in the Choctaw, Chickasaw, and Seminole nations, and there will be changes in these three nations during the current year. A successor to Principal Chief Brown, of the Seminole Nation, Hon. Hulputta Micco, has already assumed his duties.

The national councils or legislatures of these tribes have met in compliance with their tribal laws and made appropriations for the expenses of the national governments of the respective nations and passed such acts or resolutions as were deemed by them to be proper.

In the Choctaw, Chickasaw, and Creek nations all acts of the national councils must be submitted to and approved by the President of the United States before they are of any validity, except appropriations for the necessary incidental and salaried expenses of the tribal governments.

In the Cherokee Nation all acts or resolutions of the national council are required to be submitted to and approved by the President.

The agreement with the Seminole Nation does not require that the acts of the council of that nation receive Executive approval.

By direction of the Department, the tribal authorities submit the acts passed by the national councils to this office, after which they are transmitted with my report to the Secretary of the Interior.

### DESTITUTE CHEROKEE INDIANS.

The attention of the Department was called in February last, through the principal chief of the Cherokee Nation and the United States Indian agent, to the destitute circumstances of certain full-blood Cherokee Indians, and after careful consideration the Department placed to the credit of the United States Indian agent certain funds derived from the collection of royalties, etc., belonging to the Cherokee Nation, and I was directed to instruct the agent to make payments to each family that showed to his satisfaction they were in need of relief. The Department authorized me to employ persons who were familiar with the conditions in the Cherokee Nation to procure information concerning the circumstances of these Indians, and, acting under these instructions, with my cooperation, the agent placed two paying parties in the field, and disbursed a total sum of $13,067 in relieving these Indians.

For more information concerning this matter I respectfully refer to the report of the United States Indian agent.

### REMOVING INTRUDERS FROM CREEK ALLOTMENTS.

Section 8 of the Creek agreement, ratified by the act of Congress approved March 1, 1901, provides that the Secretary of the Interior shall, through the United States Indian agent at Union Agency, put each citizen who has made selection of his allotment in unrestricted possession of the same, and remove therefrom all persons objectionable to him.

In July, 1901, by direction of the Department, I issued a public notice advising all parties residing upon the allotments of Creek

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Indians of the provisions of this law, and that they must arrange, either by lease or otherwise, with the Indian citizen to remain upon his land; failing to do which, if complaint is made, the United States Indian agent would carry out the provisions of this law.

The agent has given a large part of his time and attention to these complaints, they being very numerous, and it was finally necessary in November and December last for him to place a squad of Indian police in the field for the purpose of putting these allottees in possession of their land. Action was only taken in cases where formal complaint had been filed and the objectionable parties had been given an opportunity to remove or answer the complaint, and removals were only made in aggravated cases, the majority of the complaints being satisfactorily settled.

There were no funds available to pay the expenses of placing Creek citizens in possession of their allotments, except the regular Indian Territory appropriation, which was only sufficient to maintain the inspector's and agent's offices, and therefore during the year the agent was unable to take action in all of the cases brought before him; but in the Indian appropriation act approved May 27, 1902, provision was made for the sum of $15,000 to pay such expenses.

### SULPHUR SPRINGS.

The attention of the Department has been frequently called for some time past, by outside interested parties, to the mineral springs located at and near the town of Sulphur, in the Chickasaw Nation. These matters were referred to me for investigation and report, and, after carefully looking into the same and visiting the place, I recommended, if the tribes would agree to the setting aside of the land for that purpose, that these springs be reserved from the public domain or private control. The matter received the careful consideration of the Department and was referred to Congress with the supplemental agreement of the Choctaws and Chickasaws with certain recommendations, which agreement as finally ratified by the act of Congress approved July 1, 1902, provides that the two tribes shall sell and convey to the United States a tract or tracts of land at and in the vicinity of Sulphur, not exceeding 640 acres, to be selected under the direction of the Secretary of the Interior and to embrace all the natural springs in and about said village, and so much of the streams adjacent thereto as may be deemed necessary. This reservation is to be paid for at the rate of $20 per acre, and until otherwise provided by law the Secretary of the Interior may, under the rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the lands ceded. It is further provided that it is the intention of this law that in future the land and improvements on this reservation shall be conveyed by the United States to such Territorial or State organization as may exist at the time the conveyance is made.

The setting aside of the lands at Sulphur, however, will not become effective if the supplemental agreement above referred to fails of ratification by the tribes at the election which is to be held September 25, 1902.

### QUAPAW AGENCY.

Only one matter of any importance at the Quapaw Agency has been brought to the attention of the inspector during the year, the small

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tribes under this agency not being regularly considered as being within his jurisdiction.

This case was one of the propriety of approving a certain mining lease made by M. E. Douthat and wife, for themselves and minor children, Quapaw Indians, covering their allotments. I personally visited the Quapaw Agency, conferred with the superintendent and acting agent concerning the matter, and in due time submitted my report thereon to the Department.

## CONCLUSION.

The complicated condition of affairs in the Indian Territory will necessarily continue until the present work of allotting lands and disposing of town lots is completed and the various tribal governments with their laws are extinguished.

The greatest need of the Territory at this time is educational facilities for noncitizens. This subject, however, has had the attention of the Department and Congress.

In view of the recent supplemental agreements with the several tribes, which have had the careful consideration of the Department before being submitted to and ratified by the last session of Congress, no recommendations for additional legislation are made at this time, the work to be performed being to carry out the provisions of these agreements. I do, however, respectfully invite attention to the urgent need for some provision being made requiring deeds, mortgages, etc., to be recorded.

A bill introduced at the last session of Congress providing for the protection and preservation of game in the Indian Territory failed to become a law. Such a law is much needed and desired by all, and I therefore respectfully recommend that the matter be again submitted for the consideration of Congress.

In closing this report, I desire to state that I am under renewed obligations to the Department and the Office of Indian Affairs for the support given me and prompt consideration of matters affecting the Territory pertaining to my duties.

My official relations during the year with the numerous Federal officials in the Territory, as well as the executives of the Five Civilized Tribes, have been particularly harmonious and pleasant, and I beg to express my appreciation of the numerous courtesies received from each.

Very respectfully, your obedient servant,

J. GEO. WRIGHT,
*United States Indian Inspector for Indian Territory.*

The SECRETARY OF THE INTERIOR.

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## ANNUAL REPORT OF UNITED STATES INDIAN AGENT, UNION AGENCY, IND. T.

MUSKOGEE, IND. T., *September 4, 1902.*

Complying with instructions, I have the honor to submit herewith this, my fourth annual report of the affairs at this agency, the same being for the fiscal year ended June 30, 1902.

The Indian agent at Union Agency has charge of what are known as the Five Civilized Tribes of Indians, viz, Cherokees, Choctaws, Chickasaws, Creeks, and Seminoles.

During the fiscal year ended June 30, 1874, the several agencies of the Five Civilized Tribes were consolidated into one union agency, which was located at Muskogee, Ind. T., and the headquarters of the agency have remained at this place ever since that date.

The Five Civilized Tribes embrace practically all of the Indian Territory, except a small section of country in the extreme northeastern corner set apart for the Quapaw, Modoc, and other small bands of Indians who are in charge of a superintendent of schools.

There are 33,000 square miles of land in the Indian Territory, and, as stated in my annual report for the fiscal year ended June 30, 1901, it has an area greater than that contained in any of the States of Connecticut, Delaware, Maine, Maryland, Massachusetts, and an area equal to that of Indiana, and has a greater population than any of the States of Montana, Idaho, Nevada, North Dakota, Arizona, South Dakota, Wyoming, Utah, Washington, or the Territory of New Mexico.

The population of the Indian Territory, according to the Twelfth Census, in 1900, was 391,960, of which about 70,000 are Indians, and during the ten years intervening between 1890 and 1900 the increase of population was 117 per cent.

During last year there were produced in the Indian Territory 4,500,000 bushels of wheat, corn, and oats, 4,000,000 bushels of vegetables, 60,000 bales of cotton, and 175,000 tons of hay, valued at $1,000,000. It is claimed that the Indians alone own over 800,000 head of cattle. The majority of the cattle held in the Indian Territory are owned by noncitizens.

The coal fields of the Indian Territory are being developed rapidly and the output is increasing from year to year. It is estimated that during the fiscal year ended June 30, 1902, approximately 2,800,000 tons of coal were mined.

The constant influx of whites into the Territory during the years 1901 and 1902 has very materially increased the population. This settling up of the country by whites is due to the fact that the Government is endeavoring, through the Commission to the Five Civilized Tribes, by agreements with the Indians, to have them abandon their tribal forms of government and segregate their lands by allotment, instead of holding them in common, as has been the custom. By various acts of Congress, United States courts have been established in the Territory, and as far as practicable, in accordance with agreements, the Indian courts have been abolished.

The Indian Territory has been divided into four judicial districts, the northern district comprising the Quapaw agency and all of the Cherokee Nation, except the southwest corner; the western district, the southwest corner of the Cherokee Nation, all of the Creek and Seminole nations, and the northwest corner of the Choctaw Nation; the central district, all of the Choctaw nation, except the northwest corner; and the southern district, all of the Chickasaw Nation.

It is thought proper to here briefly refer to the Commission to the Five Civilized Tribes and the work it has under its charge in the Indian Territory. This Commission is commonly known as the Dawes Commission, having taken its name from its venerable chairman, the Hon. Henry L. Dawes, of Massachusetts. The Commission was originally appointed under the provisions of the act of March 3, 1893, and was authorized to enter into negotiations with the Five Civilized Tribes—

For the purpose of the extinguishment of the national or tribal title to any lands within the Indian Territory now held by any and all such nations or tribes, either by cession of the same or some part thereof to the United States, or by the allotment and division of the same in severalty among the



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Indians of said nations or tribes, respectively, as may be entitled to the same, or by such other method as may be agreed upon between the several nations or tribes aforesaid, or each of them, and the United States, with a view of such adjustment on a basis of justice and equity as may, with the consent of such nations or tribes of Indians, so far as may be necessary, be requisite and suitable to enable the ultimate creation of a State or States of the Union, which shall embrace the lands within the said Indian Territory.

The Commission has succeeded in making agreements with the Choctaw and Chickasaw, Seminole and Creek, and lately with the Cherokee tribes of Indians all of which have been ratified by Congress and said nations.

To give an idea of the scope and extent of the Commission's work, there is quoted below an extract from its annual report for the fiscal year ended June 30, 1901, which reads as follows:

To allot them land upon any other principle than equality of value would remedy none of the evils arising from the unequal distribution of land, which has so long existed, while to apply this principle as the law provides involves one of the largest, most intricate, and difficult undertakings in which our Government has ever been engaged.

Various bills have been introduced in Congress with reference to making the Indian Territory a State. Many are in favor of its coming in as it now is, while others are advocating the union with the Territory of Oklahoma, and the admission of these two Territories as one State. There is no question, the number of inhabitants and the area only being considered, but that these two Territories should be admitted as one State. However, considering the anomalous condition of affairs, and the fact that the Government is now engaged in the duty of breaking up the tribal relations and alloting the lands, it is not thought to be expedient or wise for the Indian Territory to be admitted at this time.

### DUTIES OF THE INDIAN AGENT.

The duties of the Indian agent at this agency are vastly different from those of an agent at other Indian reservations, and there is briefly mentioned some of the work that the agent here is required to perform. This will be alluded to now in a general way, but later on, so far as the work done and moneys collected are concerned, it will be referred to by nations.

In addition to regulating trade and intercourse between the Indians and whites, the agent is required by the act of June 28, 1898 (30 Stat., 495), to collect the royalty on all coal and asphalt mined in the Choctaw and Chickasaw nations, and to collect the royalty on all timber or stone removed from any of the lands of the Five Civilized Tribes in the Indian Territory.

For the Cherokee and Creek nations the agent collects the royalty on all coal mined, and also collects the tax from noncitizen traders residing and doing business in said nations, and all other royalties, such as the collection of hay, ferry, and other permits.

Under the law and regulations of the Department all payments on town lots in the Indian Territory must be made direct to this office. The citizens of 48 towns in the Territory are now remitting to this office, either in full or partial payments on their lots. The magnitude of this work can only be realized by those familiar with it. However, in order to give a fair idea of it, it is only necessary to say that in each town there is an average of 2,000 lots. Proper entries in reference to these remittances are first made upon the cashbook and then taken to the different town-site record books, and after any lot in the Choctaw and Chickasaw nations has been fully paid for a patent conveying the same is filled out by this office and submitted to the executives of the Choctaw and Chickasaw nations for signature, after which it is returned to me for transmittal to the person entitled to receive the same. In the Creek Nation, after a lot has been fully paid for, advice of such payment is made to the principal chief of the Creek Nation and to the honorable Secretary of the Interior as well. The principal chief, after such advice, issues a deed conveying said lot and forwards the same to the Secretary of the Interior for his approval, after which it is sent to the Commission to the Five Civilized Tribes to be recorded, and by the Commission forwarded to the principal chief for delivery to the person entitled to receive the same.

The Indian agent pays all warrants drawn by the principal chief of the Creek and Cherokee nations and all school-fund warrants drawn by the Chickasaw authorities.

In substance this office acts as the treasurer for the Choctaw, Cherokee, Creek, and Chickasaw tribes of Indians. The agent personally devotes a great deal of time to the hearing of complaints made by Indians against noncitizens and adjusting their differences. Section 8 of the Creek agreement requires that each citizen be placed in unrestricted possession of his allotment, and that objectionable persons be removed therefrom, and the agent also performs such other duties as may be required of him from time to time by the Department in connection with the management of the affairs of the Five Civilized Tribes of Indians.

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During the fiscal year ending June 30, 1902, the following sums of money were received and disbursed by me:

RECEIPTS.

| | |
|---|---|
| Received from the Indian Office, account requisitions | $692,224.62 |
| Royalties collected, account Choctaw and Chickasaw nations | 479,066.56 |
| Royalties collected, account Cherokee Nation | 17,060.08 |
| Royalties collected, account Creek Nation | 97,733.35 |
| Cattle tax collected for Chickasaw Nation | 1,160.75 |
| From sale of town-site maps | 73.20 |
| Total | 1,287,318.56 |

DISBURSEMENTS.

| | |
|---|---|
| Paid expenses in connection with the town-site work in the Indian Territory | 84,890.60 |
| Paid salary of Indian agent | 2,500.00 |
| Paid salaries of Indian police | 1,829.68 |
| Paid tolls on official telegrams | 63.38 |
| Paid salaries of employees and incidental expenses incurred in connection with the management of the agency | 18,358.24 |
| Paid rent of offices and agent's residence | 1,650.00 |
| Paid Choctaw warrants issued to school-teachers in the Choctaw Nation, for services rendered prior to the Government's taking charge of the schools of the Choctaw Nation, and after the passage of the act of June 28, 1898 | 188.10 |
| Paid Choctaw warrants, act of March 3, 1899 | 485.70 |
| Paid salaries of employees and incidental expenses incurred in connection with management of Choctaw schools | 64,854.24 |
| Paid Chickasaw warrants | 129,590.40 |
| Paid Cherokee warrants | 201,623.84 |
| Paid Creek warrants | 130,890.13 |
| Paid Creek indigents | 5,249.50 |
| Paid destitute Cherokee Indians, and incidental expenses incurred in making said payments | 13,751.32 |
| Paid expenses incurred in connection with the suppression of the spread of smallpox in the Indian Territory, from the $50,000 appropriated by the act of May 21, 1900 | 1,502.22 |
| For same purpose, out of Creek funds | 8.10 |
| Paid per diem and mileage of witnesses in attendance before the Commission to the Five Civilized Tribes, and expenses of Cherokee Commission | 282.38 |
| Deposit of royalties collected account Choctaw, Chickasaw, Cherokee, and Creek nations | 594,684.90 |
| Deposited funds received on account of sale of town-site maps | 73.20 |
| Paid exchange | 335.84 |
| Deposit of unexpended balances | 34,408.15 |
| Deposits by agent | 103.04 |
| Total | 1,287,318.6 |

CORRESPONDENCE.

The correspondence at this agency during the past fiscal year has increased considerably on account of the numerous payments made on town lots, all of which have to be acknowledged. Many inquiries are made with reference to the valuation of lots and to whom the same are appraised, and in addition miscellaneous correspondence requires time and attention. Every communication received is answered or referred to the proper officer for attention. The letters received average 200 a day, and those sent out average about 500 a day.

INDIAN POLICE.

The Indian police force at this agency was reduced at the beginning of the past fiscal year to 1 captain, 2 lieutenants, and 8 privates, but later was increased by the appointment of 5 additional privates. They have been so stationed as to render the most efficient service, considering the area of the territory and the limited number.

I have previously recommended in my former reports that the salaries of the Indian police at this agency be increased, but Congress has failed to make an appropriation for this purpose, and the salaries, therefore, of the Indian police continue as they were heretofore, namely, captains and lieutenants $15, and privates $10 per month.

The Indian police carry out the orders of the Indian agent, and assist the deputy United States marshals in making arrests and suppressing the whisky traffic, and act as peace officers. The force under my command at this agency during the past fiscal year has rendered efficient service.

PLACING CREEK ALLOTTEES IN POSSESSION OF THEIR ALLOTMENTS.

The noncitizen element of the Indian Territory, it is claimed, originally came here upon the tacit consent and by the permission of the Indian. Prior to the allotment

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of the Creek Nation these noncitizens improved farms for a great many of the Creek citizens under contracts and leases, many of them ranging from four to twenty years; and when the allotment finally took place these noncitizens were loath to give up the lands which they had improved and made, in many instances, into respectable farms. Of course, after receiving a certificate showing selections of their lands as allotments the Indian citizens clamored to be put in possession thereof, and in order to place such allottees in possession of their allotments without unnecessary delay the following provision was inserted in the recent Creek agreement:

The Secretary of the Interior shall, through the United States Indian agent in said Territory immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land, and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor he shall be immediately thereupon so placed in possession of his land.

After the ratification of the agreement referred to, the Secretary of the Interior directed that this office place Creek citizens in possession of their allotments, and remove therefrom all objectionable persons.

Upon complaint of Creek citizens to this office that they could not get possession of their allotments, and after investigation of the complaint, the following letter was issued and mailed to all persons against whom complaints were made:

Complaint has been made by —— —— for —— ——, who has filed on the E. ½ of SE. ¼ and NW. ¼ of SE. ¼ of W. ½ of NW. ¼ of NE. ¼, and E. ½ of NE. ¼ of NW. ¼ of section 5, township 16, range 11, to the effect that you are in possession of such land without the consent of the allottee, and unrestricted possession of such land has been requested under the provisions of section 8 of the Creek agreement, which provides as follows:

"The Secretary of the Interior shall, through the United States Indian agent * * * put each citizen who has made selection of his allotment in unrestricted possession of his land, and remove therefrom all persons objectionable to him * * *."

In accordance with such provision the honorable Secretary of the Interior has directed me to place Creek citizens in unrestricted possession of the lands selected by them, and to remove from such lands all persons other than tenants of the allottees.

You are therefore respectfully advised that if you are in unlawful possession of the above-mentioned land you are subject to removal therefrom, and you are directed to vacate same or show cause to this office within ten days from date of receipt of this letter why you should not be removed.

It will be noted that this order permitted the person complained of a reasonable time in which to answer said complaint, and if an answer was submitted it was considered in connection with the original complaint of the Creek citizen, and if no good reason existed why it should not be done, an order was placed in the hands of a United States Indian policeman connected with this agency, directing that the party complained of be removed from the allotment in question and the allottee placed in possession thereof.

Up to and including June 30, 1902, there has been received in this office 399 complaints of this character. Of this number 204 have been settled satisfactorily to all parties interested. There are yet 195 of these cases to be considered and acted upon.

Congress failed to provide means to carry out the provisions of this section of the agreement, and owing to the very limited amount of money that I could use out of the appropriation set apart for this agency to pay traveling and incidental expenses, the efforts of this office to place Creek allottees in possession of their allotments were hampered to a considerable extent. Realizing this condition of affairs, Congress, in the Indian bill for the fiscal year ended June 30, 1903, appropriated $15,000 for the purpose of removing intruders from the Indian Territory and placing allottees in possession of their allotments, to be immediately available, and to be expended under direction of the Secretary of the Interior. A portion of this $15,000 has recently been placed to my official credit, and the work of removing intruders and placing allottees in possession of their allotments will, during the present fiscal year, be pushed with vigor.

Section 8 of the Creek agreement, it will be noted, only required that the allottee be placed in possession of his allotment, and made no provision for his future protection. Therefore, in the recent Creek supplemental agreement it was modified so as to require the Secretary of the Interior, through the United States Indian agent, to protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not in conformity to law.

### ROADS.

Many complaints have been made to this office by Indian citizens of the changing of roads without their consent. The allotment of the lands to the Indians, and the endeavor of most of the citizens to arrange their fences so as to conform with section lines, have, in many instances, changed the established roads. It has been the practice of this office, where parties desired to change a road and place it on a township, section and quarter-section line, to require them to file a petition setting forth the

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necessity for such change, accompanied by diagram showing the route of the old road and the proposed new road. After such petition has been received, a competent attaché of the office, or a policeman, is directed to investigate the matter and report whether or not such change as is contemplated would materially interfere with the traveling public, and if it is found that such change would be beneficial to the public generally, an order is issued authorizing the change as petitioned for and set forth in the diagram; provided, however, always, that the new road be made equally as good as the old, and that guideboards be placed in conspicuous places, advising the public of such change.

There is an erroneous idea prevalent throughout the country that there is a law in existence requiring all roads to be placed upon section lines. I know of no such law, yet where it is found necessary to change a road, an effort is made to have the new road placed upon township, section, or quarter-section lines. The recent Creek supplemental agreement has the following on this subject:

Public highways, or roads 3 rods in width, being 1½ rods on each side of the section line, may be established along all section lines without any compensation being paid therefor; and all allottees, purchasers, and others shall take the title to such lands subject to this provision. And public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior, while the tribal government continues, and to be paid by the Creek Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid in the same manner.

## FINANCIAL.

### CHOCTAW AND CHICKASAW NATIONS

The regulations prescribed by the Secretary of the Interior under the provisions of the act of June 28, 1898 (30 Stats., 495), provide, among other things, that the Indian agent for the Union Agency, Ind. T., shall receive and receipt for all royalties paid into his hands when accompanied by sworn statements, and when so collected, to be deposited with the assistant treasurer of the United States, St. Louis, Mo., to the credit of the Treasurer of the United States, for the benefit of the Choctaw and Chickasaw nations.

The royalty on coal has been fixed at 8 cents per ton of 2,000 pounds on mine-run coal, or coal as it is taken from the mines, including that which is commonly called slack.

On asphalt, 60 cents per ton for each and every ton produced weighing 2,000 pounds, for refined, and 10 cents per ton for crude asphalt.

The revenue thus derived, or so much as is necessary, is used for the education of children of Indian blood of the members of the Choctaw and Chickasaw tribes (freedmen excepted).

To look after the mineral royalties in the Choctaw and Chickasaw nations there have been appointed by the President of the United States, upon the recommendation of the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, what are known as mineral trustees, one of whom shall be a member of the Choctaw tribe of Indians and one of the Chickasaw tribe of Indians, and their salaries are paid by the respective nations. The mining trustees are required to make reports of all their acts to the Secretary of the Interior, quarterly, and to enter into leases, but no lease is valid until the same shall have been approved by the Secretary of the Interior.

I give below a list of the leases that have been entered into by the mining trustees, and the date of the approval of same, and the name of the person, firm, or corporation operating the lease, up to and including June 30, 1902.

COAL.

| Name of lessor. | Number of leases. | Date of approval. |
|---|---|---|
| Choctaw, Oklahoma and Gulf Rwy. Co | 30 | Mar. 1, 1899 |
| John F. McMurray | 8 | Apr. 27, 1899 |
| D. Edwards & Son[a] | 3 | Aug. 22, 1899 |
| McKenna, Amos & Amos[b] | 1 | Oct. 24, 1899 |
| McAlester Coal Mining Co | 2 | Feb. 19, 1900 |
| Choctaw Coal and Mining Co | 3 | May 4, 1900 |
| Sans Bois Coal Co | 6 | June 25, 1900 |
| Central Coal and Coke Co.[b] | 1 | Aug. 27, 1900 |
| William Busby | 1 | Sept. 6, 1900 |

[a] One of these leases transferred to Arkansas-McAlester Coal Co.
[b] The two leases noted canceled. Total number of leases in force, 104.

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COAL—Continued.

| Name of lessor. | Number of leases. | Date of approval. |
|---|---|---|
| Samples Coal and Mining Co | 1 | Oct. 4, 1900 |
| McAlester and Galveston Coal Mining Co | 1 | Oct. 18, 1900 |
| H. Newton McEvers | 1 | Do. |
| Degnan & McConnell | 3 | Nov. 16, 1900 |
| Folsom-Morris Coal Mining Co | 1 | Nov. 22, 1900 |
| Ozark Coal and Railway Co | 1 | Dec. 8, 1900 |
| St. Louis-Galveston Coal Mining Co | 2 | Jan. 14, 1901 |
| Missouri, Kansas and Texas Coal Co | 1 | Feb. 12, 1901 |
| Atoka Coal and Mining Co | 7 | May 7, 1901 |
| Osage Coal and Mining Co | 7 | Do. |
| The Devlin-Wear Coal Co | 1 | June 17, 1901 |
| Arkansas-McAlester Coal Co | 1 | Oct. 1, 1901 |
| Thomas H. Chambers | 1 | Dec. 9, 1901 |
| Turkey Creek Coal Co | 1 | Mar. 18, 1902 |
| Southwestern Coal and Improvement Co | 10 | Apr. 4, 1902 |
| Essen Coal Co | 1 | Apr. 12, 1902 |
| Franklin Bache and Heber Denman | 1 | Apr. 22, 1902 |
| Kansas and Texas Coal Co | 4 | June 13, 1902 |
| Atoka Coal and Mining Co | 1 | Do. |
| Capital Coal and Mining Co | 1 | June 16, 1902 |
| Hailey Coal and Mining Co | 2 | June 17, 1902 |
| McDougall Co | 1 | June 18, 1902 |
| Le Bosquet Coal Co | 1 | Do. |
| Total number of leases | 106 | |

ASPHALT.

| | | |
|---|---|---|
| Brunswick Asphalt Co | 1 | May 20, 1900 |
| Caddo Asphalt Co. [a] | 1 | Apr. 21, 1900 |
| Elk Asphalt Co | 1 | May 3, 1900 |
| Downard Asphalt Co | 1 | Oct. 18, 1900 |
| M. & A. Schneider | 1 | Nov. 23, 1900 |
| Tar Spring Asphalt Co | 1 | May 13, 1900 |
| Choctaw Asphalt Co | 1 | Apr. 22, 1902 |
| Total number of leases | 7 | |

[a] The lease above noted has been canceled. Total number of leases in force, 6.

There are also a few parties still mining under national contracts and informal permits, but practically all payments now received are from operators having formal leases.

Herewith is a statement in reference to coal and asphalt royalties collected by me for the Choctaw and Chickasaw nations from July 1, 1901, to June 30, 1902.

| | |
|---|---|
| Coal royalty | $245,848.01 |
| Asphalt royalty | 1,513.35 |
| Total | 247,361.36 |

For the sake of comparison there is given herewith a statement in reference to the coal, asphalt, and other mineral royalties collected by myself and predecessor in office from June 28, 1898 (30 Stats., 495), the date of the passage of the Curtis act, under the provisions of which act this royalty is collected to June 30, 1899, and from July 1, 1899, to June 30, 1900, and from July 1, 1900, to June 30, 1901:

| | |
|---|---|
| From June 28, 1898, to June 30, 1899: | |
| Coal royalty | $107,766.03 |
| Asphalt royalty | 1,295.32 |
| Rock royalty | 1,083.90 |
| Total | 110,145.25 |
| From July 1, 1899, to June 30, 1900: | |
| Coal royalty | 137,377.82 |
| Asphalt royalty | 1,108.58 |
| Total | 138,486.40 |
| From July 1, 1900, to June 30, 1901: | |
| Coal royalty | 198,449.35 |
| Asphalt royalty | 1,214.20 |
| Total | 199,663.55 |

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In order to give the total royalty collected from the above sources, I again tabulate the coal, asphalt, and other mineral royalties collected from June 28, 1898, to June 30, 1902:

| | |
|---|---|
| June 28, 1898, to June 30, 1899 | $110,145.25 |
| July 1, 1899, to June 30, 1900 | 138,486.40 |
| July 1, 1900, to June 30, 1901 | 199,663.55 |
| July 1, 1901, to June 30, 1902 | 247,361.36 |
| Total | 695,656 56 |

There have also been collected by me for the benefit of the Choctaw and Chickasaw nations during the period ended June 30, 1902, the following amounts, arising from the sources named:

| | |
|---|---|
| Town lots | $157,188.83 |
| Timber | 73,619.30 |
| Stone | 897.07 |
| Total | 231,705 20 |
| To which add the coal, asphalt, and other mineral royalties collected during the fiscal year ended June 30, 1902, viz | 247,361.36 |
| Making a grand total of | 479,066.56 |
| Less exchange | 218.40 |
| Leaving net amount to be deposited | 478,848.16 |

## Choctaw and Chickasaw Nations.

### TOWN LOTS.

Under the provisions of the act of June 28, 1898 (30 Stats., 495), the owners of improvements on town lots in the Choctaw and Chickasaw nations, after notices of appraisement in connection with said lots have been served upon them by the town-site commission, pay for said lots to this office. The first payment is to be made within sixty days from the date the notices of appraisement are served, and the balance due to be paid in three equal annual installments; and when any lot is fully paid for, patent conveying the same, which is filled out in this office, is transmitted to the executives of the Choctaw and Chickasaw nations for signature. The Indian agent is also required to notify the town-site commissioners at the proper time of all defaults of first payment on improved lots.

The town-site record books of towns in the Choctaw and Chickasaw nations, after having been properly prepared, are filed in this office, and when payments are made on town lots they are first entered in the cashbook and from there taken to the town-site record books. I now have in my possession the following town-site record books:

*Choctaw Nation.*—Sterrett, Kiowa, Atoka, Calvin, Guertie, South McAlester, Grant, Poteau, Caddo, Red Oak, Talihina, Canadian, Wister, Antlers, Cameron, Howe, Hoyt, Enterprise, McAlester, Whitefield, Tamaha, Cowlington, and Stigler.

*Chickasaw Nation.*—Lebanon, Cumberland, McGee, Johnson, Emet, Silo, Colbert, Woodville, Ardmore, Chickasha, Marietta, Minco, and Rush Springs.

Remittances from these towns are received daily. It is incumbent on this office to see that these remittances are made within the time required by law, and that the person who remits the same is the proper person to make payments thereon. Blanks have been prepared to accompany these remittances and are furnished upon application to this office or by the town-site commissioners.

Unimproved lots are sold by the Choctaw and Chickasaw town-site commissioners, after proper advertisement has been published, and when sold the schedule of the sale is sent to this office.

The Department has directed that the Indian agent be present at the sale of unimproved town lots in the Choctaw and Chickasaw nations and receive and receipt for any payments made to him, the successful bidder to deposit with the Indian agent at the time of the sale 10 per cent of the purchase price, which shall be forfeited and be and become the property of the Choctaw and Chickasaw nations unless the said purchaser shall pay the balance of the first installment, one-fourth of the sale price of the lot, within ten days from the date of the sale. If desired, however, the successful bidder may make full payment on the lot.

Acting under these instructions, I have, whenever unimproved town lots have been sold in any town in the Choctaw and Chickasaw nations, detailed one or more of my clerks to attend said sale and receive and receipt for any money that may be paid them.

The total amount paid into this office on account of the sale of town lots during the fiscal year ended June 30, 1902, was $157,188.83.

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### TIMBER AND STONE.

The Department has heretofore promulgated regulations governing the procurement of timber and stone for domestic and industrial purposes in the Indian Territory, as provided in the act of June 6, 1900 (Public No. 174).

These regulations require that the Indian agent enter into a contract, to be approved by the Secretary of the Interior, with any responsible person, persons, or corporations, for the purchase of timber or stone from any of the public lands belonging to any of the Five Civilized Tribes, and to collect the full value of such timber or stone as the Secretary of the Interior shall determine should be paid therefor. The moneys so collected are to be placed to the credit of the tribe or tribes to which the lands belong from which such timber or stone was secured, no timber or stone to be removed from any land selected by any citizen of any of the Five Civilized Tribes as his prospective allotment without his consent. The moneys collected from this source are to be deposited with the assistant treasurer of the United States at St. Louis, Mo., and when the tract or tracts from which the said timber or stone was taken shall have been allotted, the Secretary of the Interior shall cause to be paid to the citizen or citizens taking the said tract or tracts as his or her allotment if found to be entitled to the moneys so collected.

The regulations require that I keep an accurate list by legal subdivisions of the lands from which said timber or stone is taken, and also a correct list of all moneys derived from the sale of all timber or stone taken from each legal subdivision. The value of the timber and stone taken from unappraised selected land must be added to the appraisement when made.

The following contracts with the persons and corporations named have been entered into under the requirements referred to:

| Name and address. | Date of contract. |
|---|---|
| Osgood & Johnson, St. Elmo, Ill | Dec. 11, 1900 |
| W. N. Jones, Fayette, Ark | May 7, 1901 |
| Bernard Corrigan, Kansas City, Mo | May 20, 1901 |
| Missouri, Kansas and Texas Rwy. Co., St. Louis, Mo | July 20, 1901 |
| Gulf, Colorado and Santa Fe Rwy. Co., Galveston, Tex | Sept. 21, 1901 |
| Vernon E. Steen, Sherman, Tex | Oct. 14, 1901 |
| Angus McLeod, Neosho, Mo | Oct. 23, 1901 |
| Central Coal and Coke Co., Kansas City, Mo | Oct. 29, 1901 |
| Kenefick Construction Co., Clinton, Iowa | Mar. 14, 1902 |
| A. McLeod & Co., Neosho, Mo | Apr. 30, 1902 |

In addition to entering into contracts with the above-mentioned firms and corporations, the honorable Secretary of the Interior, under date of September 28, 1898, granted a permit to the Kansas and Arkansas Railway Company, with headquarters at St. Louis, Mo., to take and remove gravel from the bars and beds of the Grand River, within the limits of certain described territory. This land lies close to the mouth of the Grand River and near Fort Gibson, Ind. T. The rate of royalty fixed on such gravel removed is at the rate of 2 cents per cubic yard, measured when loaded on the cars of said railway company.

The royalty to be paid on timber and stone taken under these contracts has been fixed by the honorable Secretary of the Interior. In my last annual report I referred to the manner of caring for these royalties.

The amount collected from this source during the fiscal year ended June 30, 1902, was $73,619.30 for the Choctaw and Chickasaw nations, and $461 for the Cherokee Nation; total, $74,080.30.

### SALARIES OF SCHOOL-TEACHERS.

The royalty collected on account of coal and asphalt mined in the Choctaw and Chickasaw nations is used in the payment of salaries of school-teachers and the incidental expenses incurred in the management of the schools.

The salaries of the teachers employed in the Choctaw Nation, in addition to a few other teachers who reside in the Chickasaw Nation and who teach Choctaw pupils of Indian blood, and the incidental expenses incurred in the management of the schools are paid by this office.

There are employed in the four academies in the Choctaw Nation about 55 persons, and the neighborhood school-teachers in the Choctaw Nation, including a few neighborhood school-teachers in the Chickasaw Nation who teach Choctaw pupils of Indian blood, aggregate about 175. These teachers are paid by this office upon

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vouchers approved by the supervisors of schools for the Choctaw and Chickasaw nations, respectively, and the superintendent of schools of the Indian Territory, by means of checks drawn on the assistant treasurer of the United States at St. Louis, Mo.

The total sum disbursed for the purposes mentioned amounted during the fiscal year ended June 30, 1902, to $64,854.24.

### PAYMENT OF CHOCTAW WARRANTS.

Out of the $75,000 appropriated by the act of Congress of March 3, 1899 (30 Stat., 1099), I have heretofore disbursed prior to July 1, 1901, $73,840.86, and during the fiscal year ended June 30, 1902, in payment of warrants, I disbursed the sum of $485.70, leaving a balance yet to be disbursed of $673.44.

In addition to the warrants that have been paid out of the $75,000 referred to above, I have also disbursed the sum of $188.10 in payment of warrants issued to school-teachers in the Choctaw Nation for services rendered prior to the Government taking charge of the schools of said nation, and after the passage of the act of June 28, 1898. These last-mentioned warrants were paid from royalties collected by me on account of coal and asphalt mined.

### PAYMENT OF CHICKASAW WARRANTS.

Under date of April 11, 1901, the honorable Secretary of the Interior and Hon. D. H. Johnson, governor of the Chickasaw Nation, entered into certain agreements relative to the disbursement of a proportionate share of the fund arising on account of the royalty on coal and asphalt mined in the Choctaw and Chickasaw nations. It is to be remembered that the royalty arising from the mining of these two minerals is to be used for school purposes only. Paragraph 6 of this agreement provides as follows:

> That the outstanding warrants of the Chickasaw Nation, legally issued for the service performed for material furnished for school purposes, in accordance with school laws of the Chickasaw Nation since the ratification of the Atoka agreement, shall be paid without unnecessary delay by disbursing officers, designated by the Secretary of the Interior, out of the Chickasaw coal and asphaltum royalty fund now in the hands of the United States, so far as the same will apply, and such school warrants as may hereafter be legally issued for such service, or such material for school purposes, in accordance with such laws, shall in like manner be paid out of such funds as shall hereafter come into the hands of the United States, so far as the same will apply annually, semiannually, or quarterly, as the Secretary of the Interior may determine best, so long as these regulations shall be observed by the Chickasaw Nation.

Some time after the issuance of these regulations, the Secretary of the Interior directed the United States Indian inspector for the Indian Territory to make an investigation and report as to what Chickasaw school-fund warrants should be paid. The inspector thereupon made such investigation and submitted an itemized report of warrants that had been issued in payment of services rendered or supplies furnished the schools of the Chickasaw Nation from June 28, 1898, to August 31, 1901. This report was approved, and I was directed to disburse the sum of $133,299.26 of Chickasaw school moneys in payment of the warrants that had been approved by the Department.

Under date of January 14, 1902, in order to give publicity to the payment, I issued the following notice:

> Notice is hereby given that I, J. Blair Shoenfelt, United States Indian agent and disbursing officer, acting under instructions from the honorable Secretary of the Interior, at my office at Muskogee, Ind. T., will, on February 1, 1902, and subsequent days until disbursement is completed, pay all Chickasaw school-fund warrants that have been issued in payment for services rendered or supplies furnished from June 28, 1898, to August 31, 1901, that have been examined and approved by me for payment.
>
> In making the payment the indorsement of the original payee will be required, or, if the payee is deceased, then the indorsement of the legally appointed administrator or executor of the estate will be necessary. Copies of letters of administration must be furnished in cases where indorsements are made by administrators. Powers of attorney will not be recognized under any circumstances.
>
> The holders of the class of warrants that are advertised for payment should present them to this office at the earliest date practicable, submitting list in duplicate, showing number of warrant, payee, and amount.
>
> If any further information is desired, apply to the United States Indian agent, Muskogee, Ind. T.

The payment commenced promptly in February and was practically completed by March 31, but holders of some of the warants not having presented them during the months of February and March, payment was continued to June 30, 1902.

Of the $133,299.26 received for disbursement, I paid out the sum of $129,590.40 and returned to the Treasury $3,708.86.

### CHICKASAW CATTLE TAX.

Under date of June 3, 1902, the honorable Acting Secretary of the Interior promulgated regulations governing the introduction by noncitizens of live stock in the

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Chicksaw Nation, Ind. T. Under these regulations noncitizens introducing or holding cattle within the limits of the Chickasaw Nation must pay an annual permit tax on all stock so introduced and held within the limits of the said nation, as follows: On cattle, horses, and mules, 25 cents per head, and on sheep and goats, 5 cents per head; provided, that there shall be exempt from taxation, when used and owned by the head of the family, 2 cows and calves, and one team consisting of 2 horses or mules, or 1 horse and 1 mule. Such permit tax shall be payable to the United States Indian agent at Union Agency, and the money so collected to be deposited to the credit of the Treasurer of the United States with the assistant treasurer of the United States at St. Louis, Mo., for the benefit of the Chickasaw Nation.

Section 7 of the regulations referred to provides:

Authorized agents of the Interior Department will make necessary investigations and reports and see that proper remittances are forwarded.

Since the issuance of these regulations, up to and including June 30, 1902, there was collected from this source $1,160.75.

### TOWN-LOT PATENTS.

Patents to town lots in the Choctaw and Chickasaw nations, under the provisions of the act of Congress of June 28, 1898 (30 Stat., 495), issue under the joint hands of the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, and convey the title to said lots, save and except, however, all coal and asphalt therein. These patents are filled out in this office and forwarded to the respective named executives to be dated, signed, and to have the great seals of the nations impressed thereon. Up to June 30, 1902, I have prepared and submitted to the executives of the nations named 898 patents conveying town lots in the Choctaw and Chickasaw nations, as follows:

| | Patents. |
|---|---|
| Choctaw Nation: | |
| Atoka | 21 |
| Antlers | 18 |
| Cameron | 2 |
| Caddo | 15 |
| Calvin | 64 |
| Guertie | 64 |
| Grant | 60 |
| Howe | 20 |
| Kiowa | 67 |
| Poteau | 67 |
| Red Oak | 21 |
| South McAlester | 184 |
| Sterrett | 184 |
| Talihina | 31 |
| Wister | 25 |
| Chickasaw Nation: | |
| Colbert | 35 |
| Cumberland | 2 |
| Emet | 7 |
| Lebanon | 2 |
| Silo | 7 |
| Woodville | 2 |

When these patents are returned to this office properly signed by the executives and the great seals of the nations impressed thereon, the date of such signing is duly recorded in the town-site record book opposite each particular lot conveyed, and the patents are then delivered to the parties entitled to receive them, without cost.

### CREEK NATION.

| | |
|---|---|
| Collected for the benefit of the Creek Nation during the period commencing June 28, 1898, and ending June 30, 1899 | $4,913.63 |
| From July 1, 1899, to June 30, 1900 | 26,370.19 |
| From July 1, 1900, to June 30, 1901 | 30,827.60 |
| From July 1, 1901, to June 30, 1902 | 97,733.35 |
| Total | 159,844.77 |

The sum of money collected during the fiscal year ended June 30, 1902, arose as follows:

| | |
|---|---|
| Coal royalty | $2,761.20 |
| Town lots | 80,536.56 |
| Merchandise tax | 5,317.08 |
| Pasture and grazing tax | 5,087.25 |
| Occupation tax | 3,049.44 |
| Sale court-house, furniture, and fixtures | 981.82 |
| Total | 97,733.35 |
| Less exchange | 78.80 |
| Net amount deposited | 97,654.55 |

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During the fiscal year ended June 30, 1901, the merchandise and occupation tax collected amounted to $19,357.35, as compared with $8,366.52 collected during the fiscal year ended June 30, 1902.

The Indian appropriation act for the fiscal year ending June 30, 1903, (32 Stats., 245) contains the following provision:

* * * *Provided, however*, That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties, and no part of this appropriation shall be used for the deportation or removal of any such person from the Indian Territory.

Prior to the passage of this act of Congress, the only way to enforce the collection of the tribal tax was by removal of the person who refused to pay the same from the Indian Territory. This power having now to a large extent been taken away from the Indian agent, on account of most of the merchants owning town lots, a great many of them have refused to pay the tax, and the agent is powerless to collect it, he having no way to enforce the law. This practically nullifies the Indian laws, although they are still in force, but of no effect.

The decrease is further accounted for by the fact that the Creek Nation formerly imposed a tax of 1 per cent on all merchandise introduced and offered for sale within its limits, but at the October, 1899, session of the Creek national council a law was passed, which law was approved by the principal chief of the Creek Nation on November 5, 1900, and by the President on November 22, 1900, reducing the tax to one-half of one per cent on all merchandise introduced and offered for sale. Under the provisions of the act of the Creek council referred to, as stated above, there was collected on account of tax on merchandise and on occupation permits the sum of $8,366.52 during the fiscal year ended June 30, 1902.

The royalty on coal in the Creek Nation is the same as in the Choctaw and Chickasaw nations, i. e., 8 cents per ton on mine-run coal, including that which is commonly called "slack." On the coal produced in said nation, there was remitted to this office during the past fiscal year, as royalty thereon, the sum of $2,761.20.

Section 37 of the Creek agreement (31 Stats., 861) provides as follows:

Creek citizens may rent their allotments when selected for a term not exceeding one year, and after receiving title thereto without restriction, if adjoining allottees are not injured thereby, and cattle grazed thereon shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected by citizens, the Secretary of the Interior is authorized to collect from the owners thereof a reasonable grazing tax for the benefit of the tribe. * * *

During the fiscal year ended June 30, 1902, as stated above, there was collected on account of the rent of unselected land, and for grazing purposes, under the provisions of the Creek agreement just above quoted, the sum of $5,087.25. When cattle were grazed upon unselected lands, $1 per head for such cattle so introduced and ranged was charged.

A recent act of the Creek council authorized the sale of the court-houses and furniture and fixtures pertaining thereto belonging to the Creek Nation, since the Creek courts having been abolished, there no longer existed any necessity therefor. A number of these court-houses and their furniture and fixtures were sold, and the proceeds of said sales were remitted to this office by the principal chief of the Creek Nation, amounting to $981.82, as stated above.

A number of the towns in the Creek Nation have been platted and appraised by the Creek town-site commission and payments are being made in accordance with such appraisements.

Payments on lots situated in the following towns in the Creek Nation are now being received: Alabama, Beggs, Bristow, Foster (Yeager post-office), Henryetta, Mounds, Muskogee, Okmulgee, Red Fork, Tulsa, Wetumka, Wagoner.

During the fiscal year ended June 30, 1902, I received on account of the sale of town lots in the Creek Nation the sum of $80,536.56. To assist in the collection of this revenue there has been appointed an inspector for the Cherokee and Creek nations, and Mr. Guy P. Cobb has acted as such inspector during the past fiscal year. All remittances must be accompanied by statements in duplicate. One copy of these statements is given to the revenue inspector of the Cherokee and Creek nations for his information and guidance and the other copy sent to the Department with my quarterly accounts.



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### DEEDS TO LOTS.

Up to August 11, 1902, 992 deeds have been issued by the principal chief of the Creek Nation, upon advices from this office that full payments had been made thereon conveying lots in the towns mentioned, as follows:

| | |
|---|---|
| Beggs | 9 |
| Bristow | 51 |
| Henryetta | 8 |
| Holdenville | 82 |
| Mounds | 26 |
| Muskogee | 474 |
| Okmulgee | 65 |
| Red Fork | 135 |
| Tulsa | 9 |
| Wagoner | 119 |
| Wetumka | 14 |
| Total | 992 |

While it would appear that only 992 deeds have been issued up to the date mentioned, the principal chief advises me that in many instances a single deed will convey as many as four or five lots.

### CREEK INDIGENTS.

The act of the national council of the Muskogee Nation, approved by the principal chief of said nation on November 5, 1900, and by the President December 3, 1900, appropriated $7,236 to be paid to 201 Creek indigents, at the rate of $3 per month to each person. The Creek national council determined who were indigents, and the principal chief of the nation furnished me with a list of names certified to by said council as being Creek indigents, and I pay these indigents the $3 per month they are allowed by the act of the Creek council just above referred to. During the fiscal year ended June 30, 1901, I disbursed out of Creek funds to pay Creek indigents the amounts due them, the sum of $828.

During the fiscal year ended June 30, 1902, there was disbursed for this purpose the sum of $5,249.60.

It will be noted from the above, therefore, that the total disbursed for this purpose during the fiscal years mentioned was $6,077.60, leaving an unexpended balance of the appropriation yet to be disbursed of $1,158.40.

This money belongs to the Creek Indians, and is paid from their fund denominated "Indian moneys, proceeds of labor, Creek," and is derived on account of royalties, etc., collected for the benefit of the Creek Nation.

### PAYMENT OF CREEK WARRANTS.

During the fiscal year ended June 30, 1902, I received for disbursement in payment of Creek warrants Creek Indian moneys aggregating $133,352.05 under the following heads, to wit:

| | |
|---|---|
| "Indian moneys, proceeds of labor, Creek" | $8,642.53 |
| "Interest on Creek general fund" | 74,741.12 |
| "Fulfilling the treaties with the Creeks" | 49,968.40 |

Of this sum, $130,890.13 was used to pay warrants drawn by the principal chief of the Creek Nation to pay expenses incurred in connection with the management of the affairs of the tribe. The unexpended balance of above sum, designated as "Interest on Creek general fund," was deposited to the credit of the Treasurer of the United States at the close of the fiscal year ended June 30, 1902, but the same will be returned in order to pay certain Creek warrants that have been advertised for payment, but have not been presented.

The Commissioner of Indian Affairs has recently advised that the sum of $36,839.07 was available after July 1, 1902, for the purpose of paying Creek warrants, and directed that I issue an advertisement stating that I would exhaust said amount, as far as practicable, in paying Creek warrants that should be retired. In accordance with these instructions, the following notice was issued:

Notice is hereby given that I, J. Blair Shoenfelt, United States Indian agent and disbursing officer acting under instructions, will, at my office in Muskogee, Ind. T., on July 10, 1902, and subsequent days until disbursement is completed, disburse the sum of $36,839.07 of Creek moneys in payment of, the indebtedness of the Creek Nation, as evidenced by warrants drawn by the principal chief of said nation.

Warrants to be paid are as follows:

All Creek warrants heretofore advertised for payment, and general fund warrants Nos. 320 to 402, inclusive; school fund warrants Nos. 741 to 980, inclusive.

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The said disbursement will be made under the laws of the Creek Nation, in so far as they are not in conflict with the laws of the United States, or the rules and regulations prescribed by the Department of the Interior and of the United States Treasury for the government of disbursing officers.

In making this payment the indorsement of the original payee will be required before a warrant is paid, or if the original payee is deceased, then the indorsement of the legally appointed administrator or executor of the estate will be required.

Certified copies of letters of administration must be furnished, showing the appointment of the administrator or executor, as the case may be.

Powers of attorney will not be recognized; the present legal holder of the warrant will in all cases be required to receipt for the same over his own signature.

Warrants will be received and filed for payment on and after July 8, 1902.

LEASING OF CREEK ALLOTMENTS.

The adoption of the Creek supplemental agreement of June 30 last (32 Stats., 500), by the Creek council, and later the proclamation of the President declaring it in full force and effect, and binding on all citizens and others affected thereby, and the beginning of the issuance of title to allottees thereunder has stimulated the real estate agent to renewed activity, and contracts are being made with Creek citizens for various uses of their lands in direct conflict with the letter and spirit of the agreement, the same being also evasive and misleading.

Paragraph 17 of the recent supplemental agreement modifies section 37 of the agreement ratified by the act of March 1, 1901, and, as amended, is reenacted to read as follows:

Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands.

Leases are being made for a period of five years which purport to be for agricultural purposes, but upon close examination and careful reading of such contracts as have been presented to this office it is clearly seen that the prime object is to secure possession of the citizen's allotment, by making to him a first payment of one-half year's rent for his allotment of 160 acres, at rates of from 15 to 25 cents per acre per annum. In many instances the leases provide for improvements to be made upon such land, the same to be paid for out of the stipulated rental, while others provide that all improvements placed thereon by the lessee shall be removed at the expiration of five years.

It is evident, however, that any considerable improvements that may be placed on these allotments will, at the expiration of the term of five years, exhaust all rents accruing under the contract, thus giving the use of 160 acres to the lessee for that period for a few dollars and depriving the allottee of his rent.

Some leases are being made in conformity with the terms of the agreement and lessees are observing such terms in good faith.

The allotments of incompetents, minors, and convicts in many instances have been taken possession of by unscrupulous persons claiming to have rented or purchased them from the allottees, or some one claiming to represent them.

Some remedial measure should be adopted to prevent the continuance of such unlawful practices above cited, and make clear a way for the legitimate leasing and renting of Creek allotments, especially the allotments of such allottees who are incompetent to transact and manage their own affairs.

I am protecting the full-blood Creeks who can, as a rule, neither read nor write the English language, and are more liable to be imposed upon than those of mixed blood.

The Creeks have accepted the policy of the Government in good faith, and every effort has been made, where complaints were made, to place Indians in unrestricted possession of their distributive share of the lands allotted to them, thus providing a way whereby the individual citizen might utilize for his personal benefit, by a well-guarded system of renting and leasing, the highest productive capacity of his share of the profits.

I have endeavored to impress upon Creek citizens who have taken their allotments that, inasmuch as they have willingly consented to the wish of the Government that their tribal government be abolished, and they having accepted citizenship under the protection of the United States giving and guaranteeing to them all their property interests and advancing them to a higher plane socially as well as politically, that the

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Government would see that their rights and interests were protected so far as it was possible to do so, in order that they might reap the full benefits from their allotments.

### CHEROKEE NATION.

Under the general provisions of the act of Congress of June 28, 1898 (32 Stats., 495), the Indian agent is required to receive and receipt for all payments of royalties, rents, taxes, and permits of whatever kind and nature that may be due and payable to the Cherokee Nation, and when collected such revenue is deposited to the credit of the Treasurer of the United States with the assistant treasurer of the United States at St. Louis, Mo., for the benefit of the Cherokee Nation.

#### ROYALTIES.

Since the passage of the act referred to, the following sums of money have been collected for the benefit of the Cherokee Nation:

| | |
|---|---|
| From June 28, 1898, to June 30, 1899 | $3,150.87 |
| From July 1, 1899, to June 30, 1900 | 19,455.05 |
| From July 1, 1900, to June 30, 1901 | 19,392.65 |
| From July 1, 1901, to June 30, 1902 | 17,060.08 |
| Total | 59,058.65 |

The money collected for the benefit of the Cherokee Nation during the fiscal year ended June 30, 1902, arose as follows:

| | |
|---|---|
| Merchandise royalty | $3,375.68 |
| Coal royalty | 5,339.57 |
| Hay royalty | 7,422.31 |
| Gravel royalty | 236.52 |
| Timber royalty | 461.00 |
| Ferry tax | 225.00 |
| Total | 17,060.08 |
| Less exchange | 26.79 |
| Net amount deposited | 17,033.29 |

The merchandise tax referred to above is collected from noncitizen merchants doing business in the Cherokee Nation, Indian Territory. The tax is at the rate of one-fourth of 1 per cent on all merchandise introduced and offered for sale within the limits of the said nation. This merchandise tax was originally collected from citizens and noncitizens alike, but recently the Hon. Joseph A. Gill, judge of the United States court for the northern district of the Indian Territory, in an opinion, held that the Department of the Interior could not enforce the collection of this tax from citizens of the Cherokee Nation by blood, who are residing and doing business therein; therefore this tax is now only collected from noncitizen merchants. The total amount collected, as will be noted above, account of merchandise tax, was $3,375.68.

The royalty on coal is at the rate of 8 cents per ton on all coal mined, including that which is commonly called "slack." There are no extensive coal mines in the Cherokee Nation, and the royalty from this source is therefore small, amounting to, as noted above, $5,339.57.

The Cherokee Nation impose a tax of 20 cents per ton on all hay shipped from within its limits. The total amount received from this source during the fiscal year ended June 30, 1902, was $7,422.31.

The honorable Secretary of the Interior, under date of September 28, 1898, granted a permit to the Kansas and Arkansas Valley Railway Company to take and remove gravel from the bars and beds of Grand River, within the limits of certain described territory. This land lies close to the mouth of the Grand River, and near Fort Gibson, Ind. T. The Secretary fixed the rate of royalty on such gravel removed at the rate of 2 cents per cubic yard, measured when loaded upon the cars of said railway company, the royalty thereon to be paid to this office monthly. There has been collected by me during the past fiscal year from this source, for the benefit of the Cherokee Nation, $236.52.

Under date of March 14, 1902, the honorable Acting Secretary of the Interior approved a contract entered into by and between the United States Indian agent for the Union Agency, Ind. T., and the Kenefick Construction Company, under the provisions of the act of Congress approved June 6, 1900, relative to the procurement of timber and stone from any of the lands belonging to any of the Five Civilized Tribes in the Indian Territory. The lands from which this timber and stone were to be removed is mentioned specifically in the contract, and lies in the Cherokee and Creek nations. Under the provisions of this contract the timber and stone so removed is paid for into this office.

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The Kenefick Construction Company removed, up to June 30, 1902, such a number of ties and timber from the Cherokee Nation that the royalty thereon amounted to $461.

Where ferries are operated on the Arkansas and Canadian rivers in the Cherokee Nation an annual tax of $25 is charged. On the Illinois, Grand, Verdigris, and Neosho rivers the tax is at the rate of $10 per annum. The total receipts arising from this source during the past fiscal year was, as stated above, $225.

### CHEROKEE WARRANT PAYMENT.

During the fiscal year ended June 30, 1902, I received for disbursement $215,157.22 of Cherokee moneys, under the following heads, to be used in paying the interest on certain Cherokee warrants advertised for payment, and interest on other outstanding warrants of said nation, all of which were issued by the principal chief thereof:

| | |
|---|---|
| General fund | $110,401.19 |
| School fund | 64,559.49 |
| Orphan asylum fund | 31,712.35 |
| Insane asylum fund | 4,984.19 |
| Indian moneys proceeds of labor, Cherokee | 3,500.00 |
| Total | 215,157.22 |
| Disbursed out of this amount | 201,623.84 |
| And returned to the Treasury unexpended balances amounting to | 13,533.38 |

Under the following heads, to wit:

| | |
|---|---|
| Interest on Cherokee school fund | 116.75 |
| Interest on orphan asylum fund | 12,684.19 |
| Interest on insane asylum fund | 461.47 |
| Indian moneys, proceeds of labor, Cherokee | 270.97 |
| Total | 13,533.38 |

For further information on this subject see my advertisement of June 22, 1901, incorporated in my last annual report.

On such warrants as were paid and retired the interest was computed to the date of the publication of the advertisement, which was published in the Cherokee Advocate, the official organ of the Cherokee Nation, on Saturday, June 22, 1901.

The interest was computed and paid on all warrants issued prior to April 27, 1900, and such interest was paid up to April 28, 1901. No interest was paid on any warrants issued after April 28, 1900, except such as were paid and retired. A recent ruling of the Department, however, directs that the interest on all outstanding warrants, whether for a year or less, must be paid up to April 28 of any given year, provided a payment takes place.

I have recently been directed by the Department to make another payment of Cherokee warrants, and in accordance with said instructions have issued the following advertisement, which was published in the Cherokee Advocate, June 21, 1902:

Notice is hereby given that I, J. Blair Shoenfelt, United States Indian agent and disbursing officer, acting under instructions from the honorable Secretary of the Interior, at my office in Muskogee, Ind. T., will, on July 1, 1902, and subsequent days until disbursement is completed, disburse the interest due the Cherokee Nation from the United States Government on their invested funds, amounting to $148,232.79.

The said sum of $148,232.79 is applicable to the payment of warrants on the respective funds, as follows:

| | |
|---|---|
| Interest on Cherokee Nation or general fund | $70,429.21 |
| Interest on Cherokee orphan fund | 31,418.15 |
| Interest on Cherokee school fund | 42,716.70 |
| Interest on Cherokee asylum fund | 3,668.73 |
| Total | 148,232.79 |

The said disbursement will be made under the laws of the Cherokee Nation, in so far as they are not in conflict with the rules and regulations prescribed by the Department of the Interior, and of the United States Treasury, for the government of disbursing officers.

By the terms of an act of the Cherokee council, approved by the President January 5, 1900, interest on outstanding Cherokee warrants became payable annually. Interest on Cherokee warrants has been paid up to April 28, 1901.

Upon warrants which are hereby advertised for payment and cancellation all interest will be paid The interest on all warrants issued prior to April 27, 1902, will be paid, whether for a year or less.

In making this payment the indorsement of the original payee will be required before either the interest or principal will be paid, or, if the original payee is deceased, then the indorsement of the legally appointed administrator or executor of the estate will be necessary. Certified copies of the letters of administration must be furnished in cases where indorsements are made by administrators. Powers of attorney will not be recognized.

In the payment of principal and interest the present legal holder of the warrant will be required to receipt for the same over his own signature.

The following warrants, if legally issued for valuable consideration to the Cherokee Nation, will be paid and retired:

*Insane asylum fund.*—E 73 and interest due thereon to April 28, 1900; D 3 and 4 and the interest due

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thereon to June 22, 1901, these warrants having heretofore been advertised for payment on that date. Also D 5 to D 47, inclusive, and interest due thereon to June 21, 1902.

*Orphan asylum fund.*—C 44 and C 120 and interest due thereon to June 22, 1901, these two warrants having heretofore been advertised for payment on that date. Also warrants C 122 to C 212, inclusive, and interest due thereon to June 21, 1902.

*School fund.*—A 81 and interest due thereon to April 28, 1900, this warrant having heretofore been advertised for payment on that date. Also warrants K 245, K 246, K 247, and K 248; A 205, A 245, and B 88, and interest due thereon to June 22, 1901. Also warrants B 224 to B 384, inclusive, and interest due thereon to June 21, 1902.

*General fund.*—Warrants C 762, 767, 768, 769, 770, 774; D 46, 65, 73, 84, 98, 115, 116, 117, 119, 134, 135, 149, 158, 159, 168, 178; O 33, 45, 52, 65, 66, 67, 71, 82, 83, 87, 93, 95, 110, and 128, and the interest due thereon to April 3, 1899, these warrants having heretofore been advertised for payment on that date. Also warrants C 1162, 1165, 1166, 1168, 1173; D 263, 270, 280; O 203, 219, 224, 263, 264, 265, 266, 307, and interest due thereon to April 28, 1900, these warrants having heretofore been advertised for payment on that date. Also C 1229, 1333, 1361, 1419, 1427, 1437; O 718, 737; D 451, 456; A 22 and 31, and interest due thereon to June 22, 1901, these warrants having heretofore been advertised for payment on that date. Also the following warrants: A 46 to A 125, A 127 to A 193; C 1464, 1465, 1466, 1469, 1470 to 1478, inclusive; C 165; D 1 to 137, 139 to 155, 161, 167, 168, 169; F 1 to 6, and interest due thereon to June 21, 1902.

Warrants should not be presented for payment prior to July 1, 1902.

If any further information is desired, apply to the United States Indian agent, Union Agency, Muskogee, Ind. T.

In order that the public may appreciate the enormity of the task incident to paying of Cherokee warrants and interest due thereon, it is only necessary for me to remark that the warrants are handled nine times in this office before payment of interest or principal is made. First, the warrants are checked when handed in by the owner or bank having them for collection; second, they are examined and put in order, with reference to the fund from which they are payable; third, they are compared with the records in this office furnished by the Cherokee authorities, to see that they have been properly and legally issued and are valid and outstanding obligations against the Cherokee Nation; fourth, the interest is figured; fifth, the first calculation is checked; sixth, the data in reference to the warrant on which interest is paid is entered on a subvoucher; seventh, this subvoucher is checked, added up, and carried to the pay roll proper in the sum aggregate; eighth, the interest paid on the warrant is annotated on the back thereof, and if retired, it is so marked; and ninth, the warrants on which interest only is figured are returned to the owner. One thousand and thirty-four warrants were paid and retired under the advertisement made under date of June 22, 1901, and the interest was paid on 5,004 warrants. My account of this payment has been carefully checked in the Office of the Commissioner of Indian Affairs and the Auditor for the Interior Department at Washington, D. C., and it is gratifying to state that only one error was made in computing interest.

Cherokee warrants, on account of the fact that the Government now pays them, and the interest due thereon, have advanced in price from 85 cents to 98 cents, flat.

The warrants are rarely presented by the persons in whose favor they were originally issued, but are almost invariably sent through some bank for collection.

When the Cherokee authorities had the matter of the payment of these warrants in hand, the price of the warrants went as low as 75 cents.

### PAYMENT TO DESTITUTE CHEROKEE INDIANS.

The principal chief of the Cherokee Nation having advised this office that a large number of full-blood Cherokee Indians were in destitute and needy circumstances, and the report of the chief having been forwarded to me by the Department, and the matter having been carefully considered, I was directed to relieve this destitution by making a small per capita distribution of money among said destitute Indians. This distribution of money was made during the months of April, May, and June. I received for disbursement $15,000, and out of this sum disbursed to relieve destitution $13,067, paid incidental expenses incurred in connection with said payment $684.32, and returned to the Treasury $1,248.68.

I had two paying parties in the field during the period mentioned above. Prior to the said parties going into the field I issued the following circular letter, in order that those interested might be fully advised:

To whom it may concern:

Notice is hereby given that I will be at the following-named places in the Cherokee Nation, Indian Territory, on the dates mentioned, for the purpose of distributing funds in my hands, to relieve needy and destitute Cherokee full-blood Indians who live in the vicinity of the towns named:

*Party No. 1.*

Saline court-house, April 15 to 18, inclusive.
Moodys, April 22 to 24, 1902, inclusive.
Kansas, noon, April 25 to 26, 1902, inclusive.
Spavinaw, April 29 to May 2, 1902, inclusive.
Whitmore, May 6 to 9, 1902, inclusive.
Goingsnake court-house, May 12 to 16, 1902, inclusive.
Zena, May 19 to 22, 1902, inclusive.

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*Party No. 2.*

Remy, April 23 to 25, 1902, inclusive.
Swimmer, April 28 to 30, 1902, inclusive.
Stilwell, May 2, 3, and 5, 1902, inclusive.
Campbell, May 6 to 9, 1902, inclusive.
McKee, May 12 to 14, 1902, inclusive.
Marble, May 16 to 18, 1902, inclusive.
Bunch, May 19 to 23, 1902, inclusive.
Cookson, May 26 to 29, 1902, inclusive.
White Oak, June 3, 1902.
Catoosa, June 4, 1902, commencing at noon.
Bartlesville, June 6, 1902.
Such Cherokee full-bloods as are in destitute circumstances and desire to participate in the distribution of this fund should present themselves at any one of the towns named on dates given.
For further information on this subject address the United States Indian Agent, Muskogee, Ind. T.

The newspapers throughout the Indian Territory very kindly copied this notice.

The pay rolls on which these payments were made show that 4,189 persons actually received money. The paying parties report that the full-blood Cherokees were in very destitute circumstances, and while the amounts paid to heads of families were small, I am satisfied it relieved them from want and destitution, and tided them along so that they could put in their crops.

It is to be remembered that this distribution of money was not moneys appropriated by the United States, but was moneys actually belonging to the Cherokee tribe of Indians, which had been collected by this office for them from noncitizens, account of royalties on hay, merchandise tax, etc.

PAYMENT PER DIEM AND MILEAGE TO WITNESSES BEFORE THE DAWES COMMISSION AND EXPENSES OF CHEROKEE CITIZENSHIP COMMISSION.

The President, on January 20, 1902, approved the act of the Cherokee council making provision for the representation of the Cherokee Nation before the Commission to the Five Civilized Tribes, in connection with the work of completing the roll of citzens of the Cherokee Nation, and for other purposes.

This act provides for attorneys to represent the interests of the nation, and at the same time gives the Commission authority to summon before it witnesses, and to allow such witnesses 10 cents per mile and $2 per diem while actually in attendance before the Commission.

This act also provides for the payment of the current and contingent expenses of the Commission and fixes the salaries of the attorneys and provides for the employment and pay of a stenographer, and also authorizes the attorneys, when necessary, to engage the services of some persons in serving subpœnas upon witnesses.

The salaries of the attorneys and stenographer and the incidental expenses incurred by the Commission in connection with its work were originally paid by warrants drawn by the principal chief of the Cherokee Nation, but this appropriation having become exhausted the Commissioner of Indian Affairs, under date of June 18, 1902, advised me that the Department, under date of June 14, 1902, authorized and directed the Indian Office to place to my official credit, as Indian moneys, the sum of $2,000 for the payment of fees and necessary expenses incurred by the Cherokee Nation in the defense of citizenship cases before the Dawes Commission and that requisition for the amount mentioned above had been issued, in order that it might be in my hands before the close of the citizenship rolls on July 1.

During the quarter ended June 30, 1902, out of the fund just mentioned, I made the following disbursements:

| | |
|---|---|
| Paid per diem and mileage of witnesses | $93.00 |
| Paid incidental expenses of the Commission | 189.38 |
| Total | 282.38 |

And returned to the Treasurer the unexpended balance of said fund amounting to $1,717.62.

SEMINOLE NATION.

In December, 1897, the Seminole Nation and the Commission to the Five Civilized Tribes, otherwise known as the Dawes Commission, entered into an agreement which provided for the allotment of their lands and the establishment of a United States court at Wewoka, the capital of said nation, and gave the United States courts exclusive jurisdiction over all controversies growing out of the ownership, occupation, or use of real estate owned by the Seminole Nation, and to try persons charged with homicide, embezzlement, bribery, and embracery committed in the Seminole country, without reference to the citizenship of the persons charged with such crimes. The Seminole Indian courts were allowed to retain their jurisdiction as they had it

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prior to the ratification of such agreement, except such cases as would be tried in the United States court, and the agreement also provided for the gradual extinguishment of the tribal government.

No revenues or royalties of any character have been collected by me for the benefit of the Seminole Nation during the fiscal year ended June 30, 1902. The Commission to the Five Civilized Tribes has completed the enrollment of the Seminole Nation, and has also practically completed the allotment of their lands in severalty.

The principal chief of the Seminole Nation has frequently complained to this office that noncitizens have introduced and held cattle in the Seminole Nation. These complaints are then sent to an Indian policeman, stationed at Wewoka, Seminole Nation, for investigation and report, and if it is found that said cattle are being held within the limits of said nation contrary to law, then an order issues directing that they be removed therefrom.

The office has enforced the intercourse laws of the Seminole Nation, and aided in assisting the chief in the execution of the Seminole laws whenever it was called upon to do so.

The advanced state of the Seminole Nation at this time is largely due to the wisdom and foresight of its late principal chief, the Hon. John F. Brown, who has been succeeded as such principal chief by Hon. Hulputta Micco.

### SALE OF TOWN-SITE MAPS.

There have been placed on file in this office photolithographic copies of the town-site maps of the towns of Muskogee, Mounds, and Wagoner, in the Creek Nation, Indian Territory, and Centralia, Choteau, Collinsville, Chelsea, Catoosa, Lenapah, Nowata, Ramona, Vinita, and Welch, in the Cherokee Nation, and Woodville, in the Chickasaw Nation.

I am directed to dispose of these maps at prices fixed by the Department and to deposit the proceeds of the sale of same to the credit of the United States for the benefit of the fund "Town-site commissioners for Indian Territory."

There has been received for the fiscal year ended June 30, 1902, on account of the sale of town-site maps of the towns mentioned, the sum of $73.20.

### PAYMENT OF EXPENSES INCURRED IN CONNECTION WITH TOWN-SITE WORK IN THE INDIAN TERRITORY.

Acting under instructions of the Department since January 1, 1901, all expenses incurred in connection with the town-site work in the Indian Territory, except the salaries of the town-site commissioners and the supervising engineer for the Indian Territory town-site surveys, are paid by this office. There are approximately about 100 people connected with this work who receive pay through this office, such as surveyors, transitmen, chainmen, and rodmen, all of whom are paid monthly. I also pay the salaries of such employees in this office, and that of the United States Indian inspector, who do town-site work. This includes draftsmen and clerks. Up to June 30, 1902, as stated in the opening of this report, I disbursed out of the town-site fund, to pay expenses of the character mentioned above, $84,890.60. This amount includes $238.51 in payment of expenses incurred during the fiscal year ended June 30, 1901. In addition to paying the salaries of the employees mentioned, I also pay the traveling expenses of the surveyors, and such other incidental expenses as the purchase of stakes, axes, office rent, etc. The preparation of the vouchers on which the payment of the expenses mentioned above is made involves considerable work by the office.

### SETTLEMENT OF SMALLPOX CLAIMS.

In my previous annual report I referred to the outbreak of smallpox throughout the Indian Territory, prevalent during the fall and winter of 1899 and the winter and spring of 1900, and the work this office did in connection with the boards of health of the Choctaw, Cherokee, and Creek nations in suppressing the same. The act of May 31, 1900, appropriated $50,000, to be immediately available, in payment of liabilities already incurred, and for amount necessary to be expended in suppression of smallpox in the Indian Territory among those resident in the said Territory not members of any tribe or nation therein.

The expenses incurred in suppressing this disease in the Cherokee and Creek nations have all been practically paid. In the Choctaw Nation the expenses incurred have been paid, except certain claims that have been disallowed, pending further proof as to the merits of the same. The total sum paid during the fiscal year ended June 30, 1902, from the $50,000 appropriated by the act of Congress referred to, was $1,502.32. and from the fund "Indian moneys proceeds of labor, Creek," $3.10.

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Part of the expenses incurred in connection with the suppression of this disease in the Cherokee and Creek nations was paid from funds belonging to said nations, as the $50,000 appropriated could not be used where the afflicted were members of any Indian tribe; hence the charge of $3.10, noted above, from Creek Indian moneys.

### PRESERVATION OF GAME IN THE INDIAN TERRITORY.

In my last annual report I referred to the unlawful and indiscriminate killing of game in the Indian Territory, and that the practice of persons living in adjoining States entering the Indian Territory for the purpose of hunting had become so common that complaints were being constantly made to this office to put a stop to it; that the noncitizens did not confine themselves to killing just what game they needed, but slaughtered deer and wild turkeys by the wholesale and shipped them to their homes, and that they also trespassed upon the allotments of Indian citizens and individual holdings of Indian citizens without their consent and much to their annoyance. I issued a circular letter calling attention to section 2137 of the Revised Statutes of the United States, which prohibits any person, other than an Indian, from hunting or trapping, taking, or destroying any peltries or game, except for subsistence, in an Indian country; and also to section 1923 of Mansfield's Digest of the Statutes of Arkansas, which makes it unlawful for any person to kill, maim, or paralyze any fish or other water animals, etc.; and also to section 1925 of the same digest, which provides for a penalty for violating the provisions of section 1923.

Later on I directed the Indian police connected with this agency to arrest noncitizen hunters and to confiscate any game that they might have in their possession, together with any guns, ammunition, etc., and report such arrests and confiscation promptly to this office. Owing to the very limited number of Indian police in the Indian Territory but few arrests of this character were made, and my efforts to preserve the game were, for that reason, to a large extent futile.

Citizens and noncitizens alike becoming indignant at the practice of citizens from the adjacent States entering the Indian Territory and killing the game, presented the matter to Congress, with the view of having a rigid game law passed, as was recommended in my previous annual report; but although a bill was prepared by the attorneys of the Indian Territory and introduced in Congress in this connection, it failed of passage.

Something should be done, and I again renew my former recommendation that Congress pass proper game laws to protect the game in the Indian Territory.

### EXECUTIVES OF THE FIVE CIVILIZED TRIBES.

It is thought proper to here express the very high appreciation of the ability and character of the Hon. Pleasant Porter, principal chief of the Creek Nation, whose untiring efforts, statesmanlike qualities, and marked ability have been so conspicuously displayed in the past year or two, as principal chief of the Creek Nation, in advancing and promoting the interests of said nation.

The relation of this office with the Hon. G. W. Dukes, principal chief of the Choctaw Nation; the Hon. D. H. Johnson, governor of the Chickasaw Nation; the Hon. John F. Brown, principal chief of the Seminole Nation; and the Hon. T. M. Buffington, principal chief of the Cherokee Nation, have been very friendly, and they have cooperated with me and I with them in enforcing the laws of their nations, and have discharged the duties of their respective offices, I think, with great ability.

The only change that has occurred in the executives of the Five Civilized Tribes was the recent retirement of the Hon. John F. Brown, principal chief of the Seminole Nation, by the election of the Hon. Hulputta Micco.

### SCHOOLS.

At present the teachers of the Choctaw Nation are paid quarterly for services rendered by means of my official check, while the teachers employed in the Cherokee, Creek, and Chickasaw nations are paid by means of tribal warrants. Educational advantages consistent with the prospective growth of the Territory should be provided for. It is a lamentable fact that at the present time public schools can be organized only within the limits of incorporated towns, and as the tribal relations are soon to be abolished, tribal schools will also, sooner or later, of necessity be discontinued, and unless some relief is provided the rural districts and small towns of the Indian Territory will be left with no schools, and there is no law under which they may be established.

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TAXATION TO PROVIDE SCHOOLS IN THE INDIAN TERRITORY.

The Indian appropriation act of March 3, 1901 (31 Stat., 1058–1074), contains the ollowing provision:

To enable the Secretary of the Interior to investigate and report to Congress at its next session whether it is practicable to provide a system of taxation of personal property, occupation, franchises, etc., in the Indian Territory, sufficient to maintain a system of free schools to all the children of the Indian Territory, $5,000.

Under the clause of the act referred to, Mr. Frank C. Churchill, formerly revenue inspector for the Cherokee Nation, was appointed by the honorable Secretary of the Interior to investigate and make a report as to the practicability of providing a system of taxation on personal property, occupation, franchises, etc., in the Indian Territory sufficient to maintain a system of free schools for the benefit of the children within the limits of the Indian Territory.

On the 14th day of March, 1902, a report was submitted by Mr. Churchill, after careful investigation, in which he recommends that tribal taxes within the limits of the Five Civilized Tribes be abolished, as they seem to be incomplete, unequal, and difficult of collection, and that a uniform system be established, to correspond with what is commonly known as "State tax," in lieu thereof.

At the time of submitting the report there was in the Indian Territory 560 post-offices, with 108 incorporated towns and 42 small towns not incorporated, which have been or are to be surveyed and platted, but in which, at the time report was submitted, no tax could be legally levied.

It is recommended that the continuance of the tribal schools—that is, schools managed in whole or in part by the Cherokees, Chickasaws, Choctaws, Creeks, and Seminoles—indefinitely with any semblance of tribal control would be against the best interests of the Indian children, as well as a great waste of tribal funds, and that the school funds belonging to the several tribes in the Indian Territory should, as early as possible, be put beyond the reach of tribal officials, for the reason that the schools are not provided for all the Indian children; that many of the Indian children now provided with school privileges receive such privileges through political favoritism and corrupt influences, to the exclusion of others quite as worthy; that the expense thereby created is far too great for the advantages received, and much greater than it would be were the schools conducted judiciously and honestly, and that the present boarding-school system is faulty and expensive.

Reference is also made to the illiteracy and crime prevailing in the Indian Territory, and much of this illiteracy and crime is attributed to the fact that the citizens of the Territory have so few educational advantages. It seems to be the consensus of opinion that no objection would be raised by any person to the attendance at the same school of Indian and white children, as that custom now prevails largely throughout the Indian Territory, but that separate schools should be provided for negroes.

In order to promote greater interest in educational matters, and, next to compulsory education, found to be necessary in many of the best States where common schools are thoroughly established, a moderate tax system for schools would prove to be the best incentive to a proper interest in education, and tend to increase and develop such an interest, on the ground that nothing so emphasizes the real value of a thing as positive evidence that it costs something in money and effort.

It seems that the increase in population in the Indian Territory in the last decade was 117.5 per cent, and that everything indicates that this increase will continue, and in a greater ratio, and provisions should be made for an acreage income for the use of all lands leased by Indians that would put this phase of the general question of an income for schools and other purposes first and foremost. While it might be contended that such a suggestion might be interpreted as a recommendation for tax upon the Indian lands, such is not the case; but, however, a provision making the validity of all leases and their use in courts as evidence contingent upon such lease being recorded, and an acreage income actually paid in advance for the full term of the lease, is intended; and upon this income from the people of the Territory would have to depend very largely the support of schools and other expenses incident to its development.

There are upward of 100,000 persons of school age residents of the Indian Territory without free schools, and nearly $400,000 of Indian funds are expended annually for the maintenance of tribal schools, in which only from 12,000 to 15,000 pupils are enrolled. Only about 30 of the towns authorized to do so have raised a tax for schools, amounting to about $50,000, and there is not less than $50,000,000 of taxable property, to which additions are being made almost hourly, upon which a tax of one-half of 1 per cent would net $250,000, an occupation tax would yield $125,000, and a poll tax not less than $100,000, to which $200,000 should be added

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for taxes upon railroads, telegraph, telephone, and other corporations and franchises to correspond with the above amount. A small acreage income from land lease, and plans, as outlined, would net about $100,000, the total of these items being $675,000, and that amount can be raised without proving a burden or hardship upon any person.

Recommendation is made that 30 school districts should be established at once, under the direction of the Secretary of the Interior, together with the necessary subdivisions, and that all legislation, in the nature of things, should be, in a sense, preliminary, and be added to and enlarged upon with the development of the Territory, and that once provided for and actually put in operation, the real value of good schools to a new country will be recognized and cheerfully maintained by the people.

### RAILROADS.

With the increase of population, and the consequent increase of trade, railroads have been quick to take advantage of the situation, and many new lines of road are being built through the Indian Territory.

The Kansas City, Fort Scott and Memphis Railway Company, recently acquired by the St. Louis and San Francisco Railroad Company, constructed, during the fiscal year ended June 30, 1902, 13.096 miles of railroad between Miami and Afton, Ind. T., known as the "Miami Cut-off," thus shortening their line between Kansas City and Oklahoma and Texas points.

The general manager of the Fort Smith and Western Railroad Company advises, under date of August 11, 1902, that his company is now operating 63 miles of their own line, which has been built and put in operation during the past fiscal year from Coal Creek to Crowder City, Ind. T., the latter mentioned town being a junction point with the Missouri, Kansas and Texas Railroad; that the route taken by the line of railway is through the very best part of the Choctaw Nation, and that the management confidently look forward to a good business.

During the fiscal year ended June 30, 1902, the Missouri, Kansas and Texas Railroad completed its Edwards and Krebs branches, making a total mileage of 5.11 miles built by this company. These were branches built to coal mines to facilitate the transaction of its coal business.

The Kiowa, Chickasha and Fort Smith Railroad Company, operated by the Santa Fe System, constructed a line of railway in connection with the Gulf, Colorado and Santa Fe Railway Company from Pauls Valley, Ind. T., to Lindsay, in the Chickasaw Nation, Indian Terrftory, a distance of 24 miles, and the Santa Fe System has other lines of railway in process of construction, but not completed.

The Arkansas Western Railroad Company completed its line of road from Heavener, Ind. T., eastward into Arkansas, a distance of about 12 miles.

During the fiscal year ended June 30, 1902, the Choctaw, Oklahoma and Western Railroad Company, a branch of the Choctaw, Oklahoma and Gulf Railroad Company now absorbed by the Chicago, Rock Island and Pacific Railway Company, constructed and put in operation a line of railway from Ardmore Junction, near Hartshorne, Ind. T., on its main line, to Ardmore, Ind. T., a distance of 117.65 miles, and in addition built a number of branch lines and spurs to mines, aggregating 5.86 miles.

The Arkansas and Choctaw Railroad has recently been acquired by the St. Louis and San Francisco Railroad Company, and I have been advised that the said Arkansas and Choctaw Railroad Company constructed or partially constructed during the year ended June 30, 1902, within the Indian Territory 167.4 miles of railroad, and of this amount of mileage 79 miles were completely constructed and ready for operation prior to June 30, 1902, and the remainder, to wit, 88.4 miles, have been graded, but not completely constructed ready for operation.

The Ozark and Cherokee Central Railway Company has completed 75 miles of its line from Fayetteville, Ark., to Tahlequah, Ind. T., and trains are now being operated over the same. The company now has under process of construction 70 miles of railroad, from Tahlequah to Okmulgee, via Muskogee, Ind. T., and expects to have this 70 miles completed and ready for operation by November 1, 1902.

The act of Congress granting right of way through the Oklahoma and Indian Territories to the Enid and Anadarko Railroad Company and for other purposes, approved February 28, 1902, requires, among other things, that correct maps, showing the lines of railroad in sections of 25 miles each and all lands taken under the act, shall be filed in the Department of the Interior and with the United States Indian agent for the Indian Territory, and with the principal chief or governor of any nation through which the lines of railroad may be located or in which said lines are situated.

Under the provisions of this act and former acts of Congress there has been filed in this office during the fiscal year ended June 30, 1902, 65 maps.

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## RECENT AGREEMENTS.

### CREEK SUPPLEMENTAL AGREEMENT.

The act of Congress approved June 30, 1902 (32 Stats., 500), ratifies and confirms a supplemental agreement with the Creek tribe of Indians. Said act provides that—

All lands belonging to the Creek tribe of Indians in the Indian Territory, except town sites and land reserved for Creek schools and churches, railroads, and town cemeteries, in accordance with the provisions of the act of Congress approved March 1, 1901, shall be appraised at not to exceed $6.50 per acre, excluding only lawful improvements on lands in actual cultivation, said appraisement to be made under the direction and supervision of the Commission to the Five Civilized Tribes, and the descent and distribution of land and money provided for shall be in accordance with chapter 49 of Mansfield's Digest of the Statutes of Arkansas, now in force in the Indian Territory: *Provided*, That only citizens of the Creek Nation, male and female, and their Creek descendants, shall inherit lands of the Creek Nation: *And provided further*, That if there be no person of Creek citizenship to take the descent and distribution of said estate, then the inheritance shall go to noncitizen heirs in the order named in said chapter 49.

The supplemental agreement also provides how the rolls of citizenship shall be completed and what names shall be added thereto.

Reference has heretofore been made to the clause in the agreement providing for roads in the Creek Nation.

All funds of the Creek Nation not needed for equalization of allotments, including the Creek school fund, is to be paid out under the direction of the Secretary of the Interior per capita to the citizens of the Creek Nation on the dissolution of the Creek tribal government.

Each citizen is required to select from his allotment 40 acres of land as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Creek citizens are permitted to rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes.

Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe.

Before cattle are introduced into the Creek Nation to be grazed upon either lands not selected for allotment or upon lands allotted or selected for allotment, the owner thereof shall first obtain a permit from the United States Indian agent authorizing the introduction of such cattle.

### CHEROKEE AGREEMENT.

The act of Congress approved July 1, 1902 (32 Stats., 716), provides for the allotment of lands in the Cherokee Nation, with the disposition of town sites therein, and for other purposes, which act was later ratified, as required, by a majority of the voters of the Cherokee Nation.

The Commission to the Five Civilized Tribes is required to allot to each citizen of the Cherokee Nation land equal in value to 110 acres of the average allottable lands of the Cherokee Nation, to conform as nearly as may be to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements, and each member of the tribe shall designate as a homestead out of said allotment land equal in value to 40 acres, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the certificate of allotment. All lands allotted, except such land as is set apart for homestead purposes, shall be alienable in five years after the issuance of the patent.

Allotment certificates issued by the Dawes Commission shall be conclusive evidence of the right of an allottee to the tract of land described therein, and the United States Indian agent shall, under the direction of the Secretary of the Interior, upon application of the allottee, place him in possession of his allotment, and remove therefrom all persons objectionable to him, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

Exclusive jurisdiction is conferred upon the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior, to determine all matters relative to the appraisment and the allotment of lands.

The following lands are reserved from allotment:

(a) All lands set apart for town sites by the provisions of the act of Congress of June twenty-eight, eighteen hundred and ninety-eight, (Thirtieth Statutes, page four hundred and ninety-five), the provisions of the act of Congress of May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), and by the provisions of this act.

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(*b*) All lands to which, upon the date of the ratification of this act, any railroad company may, under any treaty or act of Congress, have a vested right of way, depots, station grounds, water stations, stock yards, or similar uses only, connected with the maintenance and operation of the railroad.

(*c*) All lands selected for town cemeteries, not to exceed twenty acres each.

(*d*) One acre of land for each Cherokee schoolhouse not included in town sites or herein otherwise provided for.

(*e-l* inc.) Four acres for Willie Halsell College at Vinita, Baptist mission school at Tahlequah, Presbyterian school at Tahlequah, Park Hill mission school south of Tahlequah, Elm Springs mission school at Barren Fork, Dwight mission school at Sallisaw, Skiatook mission near Skiatook, and Lutheran mission school on Illinois River north of Tahlequah.

(*m*) Sufficient ground for burial purposes where neighborhood cemeteries are now located, not to exceed three acres each.

(*n*) One acre for each church house outside of towns.

(*o*) The square now occupied by the capitol building at Tahlequah.

(*p*) The grounds now occupied by the national jail at Tahlequah.

(*q*) The grounds now occupied by the Cherokee Advocate printing office at Tahlequah.

(*r-s*) Forty acres each for the Cherokee male and female seminaries near Tahlequah.

(*t*) One hundred and twenty acres for the Cherokee Orphan Asylum on Grand River.

(*u-v*) Forty acres each for the colored high school in Tahlequah district and the Cherokee Insane Asylum.

(*w*) Four acres for the school for blind, deaf, and dumb children near Fort Gibson.

The acre so reserved for any church or schoolhouse in any quarter section of land shall be located where practicable, in a corner of such quarter section adjacent to the section lines thereof.

*Provided*, That the Methodist Episcopal Church South may, within twelve months after the ratification of this act, pay ten dollars per acre for the one hundred and sixty acres of land adjacent to the town of Vinita, and heretofore set apart by act of the Cherokee National Council for the use of said church for missionary and educational purposes, and now occupied by Willie Halsell College (formerly Galloway College), and shall thereupon receive title thereto; but if said church fail so to do it may continue to occupy said one hundred and sixty acres of land as long as it uses same for the purposes aforesaid.

Provision is made for the closing of the citizenship rolls and the addition of certain names thereon.

The Cherokee school fund is to be used, under the direction of the Secretary of the Interior, for the education of children of Cherokee citizens, and the Cherokee schools are to be conducted under rules prescribed by him according to Cherokee laws.

Public highways or roads two rods in width, being one rod on each side of the section line, may be established along all section lines without any compensation being paid therefor, and all allottees, purchasers, and others shall take the title to such lands subject to this provision; and public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior, while the tribal government continues, and to be paid by the Cherokee Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid for in the same manner.

Provision is also made for the reservation and setting aside of lands for town-site purposes, either where towns have heretofore been established or may be established.

The tribal government of the Cherokee Nation shall not continue longer than March 4, 1906.

The collection of all revenues of whatsoever character belonging to the tribe shall be made by an officer appointed by the Secretary of the Interior, and all funds of the tribe and all moneys accruing under the provisions of this act shall be paid out under the direction of the Secretary of the Interior, and when required for per capita payments shall be paid directly to each individual by an appointed officer, under the direction of the Secretary of the Interior.

The Secretary of the Interior shall cause to be paid all just indebtedness of said tribe existing at the date of the ratification of the act, which may have been lawfully contracted, and warrants therefor drawn by authority of law are to be paid, as are also warrants drawn by authority of law hereafter and prior to the dissolution of the tribal government out of funds belonging to the tribe. Said payments are to be made by the Secretary of the Interior or an officer appointed by him for that purpose.

Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Cherokee Nation and grazed on lands not selected as allotments by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section two thousand one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

### CHOCTAW AND CHICKASAW AGREEMENT.

The act of Congress approved July 1, 1902 (32 Stats., 641), confirms the agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes, but the same is not effective nor binding until ratified by a majority of the voters of the

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Choctaw and Chickasaw nations. The date of voting for the ratification or rejection of this agreement will take place at various points throughout the Choctaw and Chickasaw nations on September 25, 1902.

### RECOMMENDATIONS.

Having in mind the large number of white children who have no school advantages, I recommend that a system of taxation be adopted sufficient to maintain a system of free schools, as outlined in this report, and in accordance with the suggestions made by Mr. Frank C. Churchill, special agent on taxation for free schools in the Indian Territory, in his report to the Secretary of the Interior, and that Congress provide means by which the rural districts and small towns of the Territory may be provided with schools.

I most earnestly recommend that an asylum for the care of insane white people, or, in other words, citizens of the United States, be founded in this Territory, and that the same be supported by Congressional legislation or appropriations, as it is estimated that the number of insane, exclusive of Indians, in the Indian Territory at this time is some 300 or more, upon the assumption that there are about 500,000 noncitizen residents in the Territory, and for the further reason that there is no asylum in said Territory where they could be cared for.

I have heretofore stated in this report that, in my opinion, a law should be passed to protect the game of the Indian Territory.

In this report reference is made to the unfortunate condition of affairs in the Indian Territory on account of the lack of road laws, and to remedy this evil, legislation on this subject was incorporated in the recent Creek supplemental agreement and in the agreement made with the Cherokee tribe of Indians, ratified by the acts of Congress approved June 30, 1902 and July 1, 1902, respectively, and recommendation is made that similar legislation be had for the Choctaw and Chickasaw nations.

### CONCLUSION.

I have attended to the affairs of this agency to the very best of my ability, and I trust in such a manner as to meet with the approval of the Department.

I am under renewed obligations to Hon. J. George Wright, United States Indian inspector for the Indian Territory, for valuable aid and assistance rendered me.

I must express my appreciation of the cordial support and courtesy shown me by your office.

I have the honor to be, very respectfully, your obedient servant,

J. BLAIR SHOENFELT,
*United States Indian Agent.*

The COMMISSIONER OF INDIAN AFFAIRS.

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## REPORT OF SUPERINTENDENT OF SCHOOLS FOR INDIAN TERRITORY.

OFFICE OF SUPERINTENDENT OF SCHOOLS IN INDIAN TERRITORY,
*Muskogee, Ind. T., July 30, 1902.*

SIR: I have the honor to submit my fourth annual report as superintendent of the schools of Indian Territory, together with the annual reports of the supervisors of the Cherokee, Creek, Choctaw, and Chickasaw nations, as follows:

The past year has been a remarkably quiet one in educational matters, and by far the most successful of any since the Department assumed supervisory control over the Indian schools of this Territory.

The tribal officials, who formerly administered their own school affairs as they pleased, seem now convinced that it was necessary to make some changes in order that their schools might accomplish better results, and at this time they are, almost without exception, working in harmony with us in endeavoring to secure better educational facilities for the children of the various tribes.

It is pleasing to note, too, that a healthier educational sentiment prevails than formerly. Parents manifest more interest in the educational welfare of their children, and teachers devote their spare time more earnestly to fitting themselves for better work. These improved conditions are due in great measure to our personal visitation, our educational meetings, and our summer normals for teachers. There still remains much to be done, however, especially in neighborhoods remote from railroads, where schoolhouses are scarce and as a rule are cheaply constructed and entirely unfurnished.

The greatest difficulty which we have to contend against in the establishment of day schools is the scarcity of suitable schoolhouses. It has always been customary in every nation to require each neighborhood to erect and furnish its own school building. No public funds have ever been used for this purpose, and no funds are now available for erecting or furnishing such buildings.

The somewhat unsettled condition of affairs throughout the Territory renders it difficult as yet to maintain day schools throughout the entire school year. The people are somewhat shifting in disposition, many of them moving from one neighborhood to another in search of more suitable lands for allotment. Not until these conditions become more settled and some means provided by which better buildings can be secured will the day schools accomplish the work which ought to be done in them.

Another difficulty in any attempt to build up permanent day schools in the Territory is encountered by reason of the uncertainty as to the future of the tribal schools.

The leading members of each tribe assert that when the tribal existence of their governments is terminated all their schools are to be abandoned and their tribal school moneys are to be distributed per capita among the members of each tribe or nation. If this be true, the educational problem of the Territory will then become a still more serious one. The Indian children of the Territory will then need as good school facilities as now, but if the lands are not to be subject to taxation, how are their schools to be maintained? This seems to be an important question, which, pending the final winding up of the tribal affairs of the Territory, ought not to be overlooked.

To distribute the school funds pro rata among the members of the various tribes and to provide no method by which school funds could be raised would practically mean to destroy all educational facilities. While the process of tearing down tribal institutions is going on some attention should be given to the matter of providing some means by which the educational training of the children may be continued.

### SCHOOL LAWS AND REGULATIONS.

So many questions have arisen as to the manner of conducting the schools of the various nations that I have deemed it advisable to present here copies of the provisions of law under which we are working.



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*Cherokee Nation.*—The Cherokee schools are under the immediate control of the Cherokee board of education and our supervisor of schools for that nation. The board consists of three members, elected by the council of the nation. D. E. Ward, of Tahlequah; Thomas Carlisle, of Campbell post-office, and A. S. Wyly, of Tahlequah, are the present members. The board has an office in Tahlequah, where the members and Supervisor B. S. Coppock frequently meet for consultation and the transaction of school business.

A recent act of Congress contains the following provisions concerning the schools of the Cherokee Nation:

SEC. 32. The Cherokee school fund shall be used, under the direction of the Secretary of the Interior, for the education of children of Cherokee citizens, and the Cherokee schools shall be conducted under rules prescribed by him according to Cherokee laws, subject to such modifications as he may deem necessary to make the schools most effective and to produce the best possible results; said schools to be under the supervision of a supervisor appointed by the secretary and a school board elected by the national council.

SEC. 33. All teachers shall be examined by said supervisor, and said school board and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed; but where all qualifications are equal, preference shall be given to citizens of the Cherokee Nation in such employment.

SEC. 34. All moneys for carrying on the schools shall be appropriated by the Cherokee national council, not to exceed the amount of the Cherokee school fund; but if the council fail or refuse to make the necessary appropriations, the Secretary of the Interior may direct the use of a sufficient amount of the school fund to pay all necessary expenses for the efficient conduct of the schools, strict account therefor to be rendered to him and the principal chief.

SEC. 35. All accounts for expenditures in carrying on the schools shall be examined and approved by said supervisor, and also by the general superintendent of Indian schools in the Indian Territory, before payment thereof is made.

SEC. 36. The interest arising from the Cherokee orphan fund shall be used, under the direction of the Secretary of the Interior, for maintaining the Cherokee Orphan Asylum for the benefit of the Cherokee orphan children.

If ratified next month by the nation, the above-quoted provisions of law will constitute the basis for the future conduct of the Cherokee schools.

In the Cherokee Nation two general classes of certificates are issued to teachers upon examination, termed "Class A" and "Class B."

Applicants for "Class A" certificates are examined in orthography, penmanship, reading, arithmetic, algebra, grammar, geography, United States history, theory and practice, primary work, physiology, and civil government.

Teachers who receive a general average of 90 per cent in the above-named branches, with no branch below 75 per cent, receive certificates valid for two years. Those attaining a general average of not less than 80 per cent, with no subject below 65 per cent, receive one-year certificates.

Applicants for "Class B" certificates are examined in the above-named branches, omitting algebra, physiology, and civil government.

Teachers for the seminaries and orphan academy are usually selected from the list of those holding "Class A" certificates.

Those holding "Class B" certificates are eligible to positions in the primary or neighborhood schools.

Special certificates styled "Class C" are sometimes issued to those teachers who understand both Cherokee and English, and who are to teach in full-blood neighborhoods.

About 20 teachers are employed in the seminaries and orphan academy of this nation, at salaries ranging from $45 to $100 per month, for nine months in each year.

About 140 primary or neighborhood teachers are employed at the uniform salary of $35 per month.

The teachers of this nation are paid in Cherokee warrants, which are not usually convertible into cash (except by sale at a discount) until about six months after date of issue.

*Creek Nation.*—The schools of the Creek Nation are now being conducted under the following rules and regulations:

1. That so far as practicable the rules for the Indian school service, 1898, and the regulations concerning education in the Indian Territory heretofore promulgated by the Secretary shall apply in the government of the Creek schools.

2. All teachers in the boarding schools and day schools shall be examined and appointed by the superintendent of public instruction for the Creek Nation and the supervisor of schools for the Creek Nation. All boarding-school superintendents and other necessary employees in the boarding schools shall be appointed by the superintendent of public instruction for the Creek Nation and the supervisor of schools for the Creek Nation, and no person shall be employed who is not competent to perform the duties of the position to which he or she may be appointed. In the appointment of superintendents, teachers, and other school employees preference shall be given citizens of Indian blood, where they are competent to pass the necessary examinations and are otherwise duly qualified and suitable for such positions.

The supervisor of schools shall at all times be under the direction and supervision of the superintendent of schools for the Indian Territory.

3. That the superintendent of schools in the Indian Territory shall have the right to disapprove any appointment made as above, for good cause, and remove any school-employee for incompetency,

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immorality, or other just cause, after due investigation, subject, however, to an appeal to the Honorable Secretary of the Interior.

4. That the salaries of superintendents, teachers, and other school employees, shall be fixed by the Secretary of the Interior, and the number of all employees shall be fixed by the Secrtary of the Interior.

5. The superintendent of each boarding school shall, under the direction of the superintendent of public instruction and the supervisor of schools, purchase at the lowest obtainable price such provisions as may be needed for the maintenance of the school of which he is superintendent, and he shall keep a complete and accurate book account of all purchases; provided, that the superintendent of public instruction and the supervisor of schools for Creek Nation may, when so directed by the Secretary of the Interior, take bids for furnishing the necessary provisions for such boarding schools, and shall award the contract for furnishing such provisions to the lowest responsible bidder.

6. That at the end of each quarter, and within ten days thereafter, the superintendent of each boarding school shall submit an itemized report to the superintendent of public instruction and the supervisor of schools, showing in detail the articles purchased by him for such school and the prices thereof. The superintendent of public instruction and the supervisor of schools shall carefully examine such report and shall issue a joint requisition upon the principal chief of the Creek Nation for warrants in favor of all parties from whom proper purchases shall have been made, which requisition shall be approved by the superintendent of schools in Indian Territory, and shall be his voucher for the issuance of warrants in payment of said indebtedness.

7. The supervisor of schools shall file with the Indian agent for the Union Agency duplicate copies of all requisitions issued at the time of the filing of original requisitions with the principal chief of the Creek Nation.

8. All teachers shall be required to make quarterly reports, and their salaries and the salaries of other school employees shall be audited and paid as provided in sections six and seven above.

9. The supervisor of schools and the superintendent of public instruction for the Creek Nation shall purchase such books and supplies as may be needed for the day schools, subject to the direction of the superintendent of schools in Indian Territory.

10. The annual expense of each boarding school shall not exceed the amount appropriated therefor.

11. The superintendent of schools in Indian Territory shall fix regular times and places of meeting for the supervisor of schools and the superintendent of public instruction for the Creek Nation for the transaction of business which properly belongs to them, and he may notify them to hold special meetings whenever, in his opinion, it becomes necessary to do so.

12. The superintendent of schools in Indian Territory shall prepare and formulate rules and regulations fixing the duties of the various employees in the Creek schools and providing for the proper conduct and management of said schools, which shall not take effect until approved by the Secretary of the Interior.

13. That the superintendent of each boarding school shall be required to give a bond for the faithful performance of his duties and for the proper care of all school property within his control, the amount of said bond to be fixed by the Secretary of the Interior.

14. Whenever the superintendent of public instruction for the Creek Nation and the supervisor of schools shall fail to agree upon any matter under their direction or control, it shall be decided by the superintendent of schools in Indian Territory, subject to an appeal to the Secretary of the Interior.

15. That at the close of each scholastic year each of the national boarding schools shall be inspected by a competent architect, at a compensation to be agreed upon by the superintendent of public instruction and the supervisor of the nation, subject to the approval of the superintendent of schools; and should it be found that any of these buildings are in need of repairs or additional buildings are needed, the necessary estimates, including a detailed, itemized estimate of labor and material, together with plans and specifications, if necessary, shall be furnished to the superintendent of public instruction and the supervisor of schools, and if approved by the superintendent of schools in Indian Territory estimates for such repairs shall be submitted by the superintendent of schools to the national council, in order that the necessary appropriations may be made.

When such appropriations are made the superintendent of schools in Indian Territory shall invite bids for the performance of such work by printed posters publicly displayed or by advertisements in newspapers, and he shall let the contract therefor to the lowest and most satisfactory bidder.

When the repairs have been completed and inspected a requisition shall be made in the matter, as indicated in section 6 of the proposed regulations concerning education in the Creek Nation.

The above and foregoing regulations have been agreed upon by us, subject to the approval of the honorable Secretary of the Interior.

P. PORTER,
*Principal Chief, Creek Nation.*

JOHN D. BENEDICT,
*Superintendent of Schools in Indian Territory.*

Approved August 27, 1901.

THOS. RYAN,
*Acting Secretary of the Interior.*

For positions in the Creek schools all teachers are examined in orthography, reading, penmanship, arithmetic, grammar, geography, United States history, physiology, and primary work.

A general average of 85 per cent is required for a first grade certificate valid for two years.

A general average of 75 per cent for a second grade and 65 per cent for a third grade certificate is required, each valid for one year.

About 20 teachers are employed in the Creek boarding schools, at salaries ranging from $40 to $65 per month for a term of nine months, with board and room included.

About 65 teachers are employed in the neighborhood schools of this nation at salaries ranging from $25 to $40 per month. About 7 of those employed in the boarding schools and 20 of those employed in the neighborhood schools are colored teachers.

The teachers of this nation are paid quarterly in Creek warrants which are not redeemable in cash until about six months after date of issue.

Mr. J. R. Gregory, of Inola, Ind. T., is the present Creek superintendent. Miss Alice Robertson, supervisor for the Creek Nation, resides at Muskogee.



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*Choctaw Nation.*—The Choctaw schools are now being conducted under the following agreement made between the honorable Secretary of the Interior and the governor of the Choctaw Nation:

The regulations concerning education in the Indian Territory, in so far as they apply to education in the Choctaw Nation, are hereby amended and supplemented as follows:

1. The superintendents, teachers, and other employees in the schools of the Choctaw Nation shall be selected and appointed by a board to be composed of the school supervisor for the Choctaw Nation appointed by the Secretary of the Interior, and a representative of the Choctaw Nation to be nominated by the principal chief of the Choctaw Nation, approved by the Board of Education of the Choctaw Nation, and appointed by the Secretary of the Interior, who may also be removed by the Secretary of the Interior for good cause shown. The compensation of such representative of the Choctaw Nation shall be fixed by the Secretary of the Interior, and paid out of the revenues arising from the mining of coal and asphaltum in the Choctaw Nation, under section 29 of the act of June 28, 1898. (30 Stat., 495.) The number and compensation of superintendents, teachers, and other employees shall be fixed by the Secretary of the Interior.

2. Hereafter no person shall be eligible to appointment as a superintendent or teacher in the schools of the Choctaw Nation who has not been examined by such board, and received a certificate as to his mental, moral, and other qualifications to teach.

3. No person (pupil) shall be eligible to admission to the boarding schools of the Choctaw Nation who has not been selected by the regularly constituted authorities of the Choctaw Nation acting under tribal laws.

4. The acts of said board shall become effective only when concurred in by both members thereof and approved by the Secretary of the Interior.

5. The regulations concerning education in the Indian Territory shall be in full force and effect in the Choctaw Nation, except in so far as they conflict herewith.

Under the above agreement the governor appointed Mr. Eli E. Mitchell, of Red Oak, Ind. T., to represent the nation in school matters. Supervisor Calvin Ballard resides at South McAlester.

Three grades of certificates are issued to teachers in the Choctaw Nation, as follows:

To secure a first grade or three years' certificate, the applicant must make a general average of 85 per cent, with no subject below 75 per cent in the following subjects: Spelling, reading, penmanship, arithmetic, grammar, geography, United States history, physiology, theory and practice, physics, botany, civil government, algebra, bookkeeping, and literature.

A general average of 75 per cent, with no subject below 65 per cent in the above subjects, omitting the last three, entitles the applicant to a second grade or two years' certificate.

For a third grade or one year's certificate, a general average of 65 per cent, with no subject below 50 per cent in the first nine subjects above, is required.

Fourteen teachers are employed in the Choctaw boarding schools at salaries ranging from $50 to $100 per month for a term of nine months.

About one hundred teachers in the neighborhood schools receive salaries varying from $25 to $50 per month. About sixty teachers in private schools are paid $2 per month for each Choctaw pupil in attendance at their schools.

The teachers of this nation are paid quarterly in cash. Many of the neighborhood teachers in this nation receive additional compensation by admitting white children to their schools from whom they collect a reasonable tuitiou.

*Chickasaw Nation.*—The following agreement was entered into on April 11, 1901, between the honorable Secretary of the Interior and the Chickasaw governor:

As applicable to the disbursement of the Chickasaw coal and asphaltum royalty fund for educational purposes in that nation, the following regulations are hereby approved by the Secretary of the Interior and the Chickasaw Nation by its governor:

1. That a board of examiners, one of whom shall be designated by the Secretary of the Interior, shall be appointed by the duly constituted authority or authorities of the Chickasaw Nation, among whose duties shall be that of examining applicants to teach in said nation, with a view to ascertaining their qualifications in every respect for the performance of that duty.

2. That after the close of the present scholastic year, to wit, June 30, 1901, no person shall be eligible to teach in the schools of the Chickasaw Nation who has not been examined by such board of examiners and received a certificate from such board as to his mental, moral, and other qualifications to teach, which certificate shall expire one year from the date thereof.

3. That no act of said board shall be effective for any purpose unless concurred in by each and every member thereof.

4. That said board of examiners shall have authority, and it shall be their duty, to revoke and cancel the certificate of any teacher who may by said board be found guilty of any act of immorality or of any conduct which, in the judgment of the board, renders such teacher an unfit person to have charge of a school or be associated therewith as a teacher, and it shall be the duty of said board to take jurisdiction of any complaint in that behalf which may be made in writing against such teacher. And the decision of said board relative thereto shall be forthwith reported to the board of education for said Chickasaw Nation for appropriate action.

5. The school officials appointed by the Secretary of the Interior for the Indian Territory shall at all times have access to the schools of the Chickasaw Nation for the purpose of advising as to the character and conduct of school employees, course of study, methods of teaching, sanitation and discipline, and friendly cooperation with such school officials, so as aforesaid appointed by the Secretary of the Interior, on the part of the school officials, teachers, and other officers of the Chickasaw Nation, in the betterment of such schools is assured by said nation, and any information that may be desired by the Secretary of the Interior, or his representative, as to the condition or conduct of such schools will at all times be cheerfully furnished.

6. That the outstanding warrants of the Chickasaw Nation, legally issued for the service performed or material furnished for school purposes, in accordance with school laws of the Chickasaw Nation

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since the ratification of the Atoka agreement, shall be paid without unnecessary delay by a disbursing officer, designated by the Secretary of the Interior, out of the Chickasaw coal and asphaltum royalty funds now in the hands of the United States, so far as the same will apply, and such school warrants as may hereafter be legally issued for such service or such material for school purposes, in accordance with such laws, shall in like manner be paid out of such fund as shall hereafter come into the hands of the United States, so far as the same will apply, annually, semiannually, or quarterly, as the Secretary of the Interior may determine best, so long as these regulations shall be observed by the Chickasaw Nation.

Washington, D. C., April 11, 1901.

Approved.

E. A. HITCHCOCK,
*Secretary of the Interior.*

D. H. JOHNSTON,
*Governor Chickasaw Nation.*

Under this agreement the following board of examiners was appointed: John D. Benedict, of Muskogee; E. B. Hinshaw, of Kemp; and George Bourland, of Ardmore.

Two grades of certificates are issued to the teachers of the Chickasaw Nation, although either grade is valid for but one year.

A first-grade certificate requires a general average of 80 per cent, with no branch below 65 per cent, in the following branches, viz: Orthography, reading, penmanship, arithmetic, grammar, geography, United States history, physiology, algebra, physics, botany, rhetoric, civil government, and theory and practice.

Applicants for second-grade certificates omit the last six branches above named, and are required to make a general average of 75 per cent, with no branch below 60 per cent.

Teachers in the Chickasaw boarding schools are employed by the contractors who manage such schools. Day school-teachers receive $45 per month in Chickasaw warrants, which warrants are not usually paid within a year from date of issue.

## OUR SUMMER NORMALS.

The increased interest manifested by teachers in our summer normals augurs well for the future of these schools. During the month of June normals were in session for four weeks in the Creek, Cherokee, and Choctaw nations, and much good work was accomplished along the line of fitting teachers for better school work. Those in attendance evinced great interest in the work by continuous hard study and by close attention to the development of improved methods of teaching.

Forty-nine teachers were enrolled in the Creek normal, 167 in the Cherokee normal, and 165 in the Choctaw normal. Our former plan of bringing the teachers of each nation together at a boarding school, centrally located, and furnishing them board, room, and tuition for four weeks at the uniform charge of $12 each, was continued this year with increased success. This plan enables the teachers to become better acquainted with each other, and during intermissions much time is well spent in informally exchanging opinions upon the many vexed questions which confront them in their daily school work.

The great majority of our teachers have had no professional training, except such as we have been able to give them in these summer normals. Those who were really desirous of preparing themselves for better work were prompt in taking advantage of the opportunities for improvement offered through these summer normals, while those who were poorly fitted for teaching and manifested no interest in their work, no desire to qualify themselves for better teaching, have gradually dropped out of the profession.

By means of our examinations we have been able to weed out the sluggards, and the testimony of prominent educators who have visited our normals substantiates the statement that the teachers in our Indian schools are now equally as good as can be found in any of the Western States.

In the selection of teachers we have steadily adhered to the merit system, and teachers have finally learned that the permanency of their positions depends upon the amount of zeal and efficiency displayed by them in their school work.

One interesting feature of this year's normal work was the special lecture courses given by Prof. Joseph Carter and Mrs. Carter. Their practical talks upon manual training, nature study, agriculture, and domestic science were thoroughly appreciated by all who heard them and were very inspiring and helpful to our teachers.

In addition to the normals above mentioned separate summer schools were held at Tahlequah and Muskogee for the colored teachers of the Cherokee and Creek nations. Twenty-three negro teachers were enrolled at Tahlequah and 49 at Muskogee. Their summer terms were characterized by the same earnestness and zeal which pervaded the larger normals, where white and Indian teachers attended together.

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The summer normal for the Chickasaw Nation did not begin until July 7, and is now in session at Tishomingo, with an attendance of about 80 teachers.

### SCHOOLS FOR WHITE CHILDREN.

I can not refrain from again calling attention to the deplorable condition of the white children of this Territory, considered from an educational standpoint.

The Indian Territory has a greater population than any other Territory within the boundaries of the United States, greater even than any one of the eight smallest States in the Union. Of the half million people now residing here at least four-fifths are whites, who have come from the various States and have settled here with the intention of making this Territory their future home. They are found in every village and neighborhood, and are engaged in various kinds of business. They do not differ in anywise from the average citizen of the States, possessing the same love of home, family, and country as the average American citizen. The wonderful growth of many of the towns is due to their enterprise, and the development of the thousands of farms now being platted and allotted will depend in very large measure upon their labor.

Outside of the incorporated towns of the Territory there is no provision of law whatever by which a public school district may be organized or taxes levied for any purpose.

During the past winter Hon. Frank C. Churchill, special agent for the Interior Department, made a thorough investigation of educational conditions in this Territory and submitted an elaborate report thereon.

### CHOCTAW AND CHICKASAW FREEDMEN.

In my former reports I have called attention to the educational needs of the negro citizens of the Choctaw and Chickasaw nations.

The Atoka agreement, which was entered into between these two nations and the Federal Government in 1898, expressly provides that their freedmen shall not be entitled to any part of the coal royalties, which now constitute the school funds of these two nations. As a result of this provision, the children of about 4,000 colored Choctaw citizens and about the same number of colored Chickasaws are left entirely without any educational facilities. They are not able to pay for the education of their children in private schools, and consequently these children are growing up in dense ignorance.

### STATISTICS.

I have called upon all the schools of the Territory to furnish some statistics concerning their enrollment, attendance, income, and cost of maintenance, but after repeated requests for such information I am able to present only a fragmentary report. This is due to several causes, viz:

First. We have no means for taking a school census of the Territory.

Second. Many of the private and denominational schools keep no daily register of attendance.

Third. Many of the schools change teachers several times during the year.

Fourth. Many of the schools continue in session but a fractional part of the school year, and when called upon for information their teachers have gone to their homes in the States, leaving no school records of any value.

The teachers of the Indian schools are, however, now required to make quarterly reports; hence we are able to present reasonably complete statistics from the tribal schools. In making comparisons of the cost of the Indian schools of the various nations, it should be remembered that in the Choctaw academies clothing is furnished to all pupils free of charge in addition to the board, tuition, medical attendance, and books furnished to the academy pupils of the other nations.

During the year nine small boarding schools were established in the Choctaw Nation for the benefit of those children who resided in sparsely settled neighborhoods, remote from schools. These little boarding schools have proven to be quite popular among the Choctaw people, as they were the means of gathering in quite a good many full-blood children who never before attended schools of any kind. As shown by Supervisor Ballard's report, 257 children were enrolled in these small schools during the year.

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*Indian schools.*

| Schools. | Enrollment. | Average attendance. | Months of school. | Annual cost. | Average cost per pupil. | Number of employees. |
|---|---|---|---|---|---|---|
| CHEROKEE SCHOOLS. | | | | | | |
| Male seminary | 239 | 154 | 9 | $16,890.00 | $109.32 | 9 |
| Female seminary | 263 | 179 | 9 | 19,180.00 | 107.15 | 12 |
| Orphan academy | 180 | 150 | 9 | 20,402.00 | 136.01 | 11 |
| Colored high school | 62 | 41.6 | 9 | 4,377.00 | 105.22 | 4 |
| 140 day schools | 4,639 | 2,728 | 7 | 37,205.00 | a 1.95 | 140 |
| Total | 5,383 | 3,252.6 | ..... | 98,054.00 | ..... | 176 |
| CREEK SCHOOLS. | | | | | | |
| Eufaula | 112 | 70 | 8½ | 7,879.09 | 112.55 | 11 |
| Creek Orphan Home | 67 | 60 | 8½ | 6,397.59 | 106.62 | 9 |
| Euchee | 143 | 65.3 | 8½ | 6,219.44 | 95.68 | 9 |
| Wetumka | 156 | 90 | 8½ | 8,509.21 | 94.54 | 12 |
| Coweta | 67 | 41 | 8½ | 4,005.39 | 97.69 | 8 |
| Wealaka | 64 | 45 | 8½ | 4,520.67 | 100.45 | 8 |
| Nuyaka | 97 | 81 | 8½ | 5,200.00 | 69.13 | 10 |
| Tullahassee (colored) | 116 | 71 | 8½ | 8,430.78 | 118.74 | 8 |
| Pecan Creek (colored) | 65 | 42 | 8½ | 3,972.47 | 92.37 | 5 |
| Orphan home (colored) | 45 | 31.8 | 8½ | 3,498.37 | 112.85 | 4 |
| 52 day schools | 1,822 | 744 | 8½ | 13,469.25 | a 2.12 | 52 |
| Total | 2,754 | 1,341.1 | ..... | 72,102.26 | ..... | 136 |
| CHOCTAW SCHOOLS. | | | | | | |
| Armstrong Academy | 111 | 97.85 | 9 | 15,501.39 | 156.28 | 11 |
| Wheelock Academy | 94 | 79.41 | 9 | 12,053.64 | 150.53 | 10 |
| Tushkahoma Academy | 125 | 110 | 9 | 15,086.27 | 138.03 | 12 |
| Jones Academy | 123 | 103.11 | 9 | 15,154.09 | 146.00 | 12 |
| Atoka Baptist Academy | 56 | 49.4 | 9 | 6,125.45 | 124.00 | 10 |
| 190 day schools | 3,074 | 2,032 | 9 | 38,843.18 | a 2.12 | 190 |
| Small boarding schools | 257 | 205 | 5 | 7,015.13 | 34.22 | 12 |
| Choctaw tuition pupils in Chickasaw Nation | 948 | ..... | ..... | 3,706.50 | ..... | ..... |
| Total | 4,788 | ..... | ..... | 113,485.65 | ..... | ..... |
| CHICKASAW SCHOOLS. | | | | | | |
| Orphans' home | 67 | 50 | 10 | 8,779.41 | 175.59 | 8 |
| Bloomfield Seminary | 109 | 90 | 10 | 14,479.75 | 160.88 | 6 |
| Collins Institute | 40 | 37 | 5 | 5,920.00 | 160.00 | 8 |
| Harley Institute | 110 | 78.5 | 10. | 9,900.00 | 126.11 | 9 |
| 16 day schools | 613 | ..... | 9 | 45,178.69 | ..... | 19 |
| Total | 939 | ..... | ..... | 84,257.85 | ..... | 50 |

a Per month.

*Chickasaw day schools.*

| Teacher. | School. | Post-office address. | Race. | Salary. | Amount received. | Enrollment. M. | Enrollment. F. | Expenses. | Days attendance. |
|---|---|---|---|---|---|---|---|---|---|
| W. E. Finley | Kaney | Brownville | White | $45.00 | $427.50 | 13 | 9 | $1,616.97 | 4,798 |
| E. W. Thompson | McMillan | McMillan | do | 45.00 | 427.50 | 15 | 13 | 1,568.00 | 4,825 |
| W. O. Harris | Sulphur | Guy | do | 65.00 | 650.00 | 42 | 54 | 5,829.00 | 18,993 |
| Thenia Jennings a | do | do | Indian | 35.00 | 350.00 | ..... | ..... | ..... | ..... |
| Fannie Hooper | Red Springs | Conway | White | 45.00 | 337.50 | 21 | 14 | 3,173.00 | 7,327 |
| W. H. Allison a | do | do | do | 45.00 | 90.00 | ..... | ..... | ..... | 1,947 |
| Annie McCarty | Sulphur Sp'gs. | Ada | Indian | 45.00 | 450.00 | 22 | 16 | 3,308.63 | 9,727 |
| Lulu Bynum | Emet | Emet | do | 45.00 | 427.50 | 19 | 24 | 2,803.61 | 8,044 |
| Mrs. Berta Manley | Seeley | Connorville | do | 45.00 | 427.50 | 28 | 10 | 3,254.93 | 6,951 |
| Geo. H. Priest | Yellow Sp'gs | Jesse | White | 45.00 | 427.50 | 25 | 11 | 3,584.64 | 10,677 |
| C. J. Moore | Roff | Roff | do | 75.00 | 750.00 | 39 | 32 | 5,147.30 | 15,288 |
| Fannie Reynolds a | do | do | do | 40.00 | 100.00 | ..... | ..... | ..... | ..... |
| Brownie Davis | Burris | Tishomingo | do | 45.00 | 427.50 | 16 | 5 | 1,262.87 | 3,722 |
| Nell Hudnall | Davis | Davis | do | 45.00 | 427.50 | 16 | 20 | 2,779.94 | 8,239 |
| Lottie McCarty | Colbert | Franks | Indian | 45.00 | 427.50 | 22 | 13 | 3,009.97 | 8,452 |
| Mary Goforth | Sandy Creek | Wiley | do | 45.00 | 427.50 | 19 | 18 | 3,068.58 | 9,970 |
| Loula Kemp | Double Sp'gs | Mead | do | 45.00 | 427.50 | 16 | 10 | 2,193.98 | 6,516 |
| Mamie Burris | Lewis Reel | Reagaw | do | 45.00 | 337.50 | 13 | 16 | 1,377.27 | 3,461 |
| Jas. O. Modisette | Kemp | Kemp | White | 45.00 | 427.50 | 10 | 12 | 1,200.00 | 2,500 |
| Total | ..... | ..... | ..... | ..... | 7,767.50 | 336 | 277 | 45,178.69 | 131,437 |

a Assistant teachers.

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*Denominational schools, Indian Territory.*

| Name of school. | Location. | President or principal. | By whom established. | When established. | Receipts. | | | | Expenditures. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Church. | Tuition. | Other sources. | Total. | Teachers' salaries. | Other expenses. | Total. |
| Dwight Mission | Marble | F. L. Schaub | Presbyterian Church | 1835 | $2,100.00 | $116.00 | | $2,216.00 | $1,300.00 | $215.00 | $1,515.00 |
| Cherokee Academy | Tahlequah | W. J. Pack | American Baptist Home Mission Society. | 1886 | | 600.00 | $850.00 | 1,450.00 | 1,650.00 | 1,200.00 | 2,850.00 |
| Friends' School | Hillside | Eva Watson | Orthodox Friends | 1886 | 1,000.00 | 335.12 | 1,300.45 | 2,635.57 | 862.50 | 1,750.00 | 2,612.50 |
| Hargrove College | Ardmore | Thos. G. Whitten | Methodist Church | 1895 | | | | | | | |
| Henry Kendall College | Muskogee | A. Grant Evans | Presbyterian Board Home Missions. | 1894 | 8,500.00 | 5,250.00 | | 13,750.00 | 7,500.00 | 6,500.00 | 14,000.00 |
| Nazareth Institute | do | Jos. Van Hulse | Sisters of St. Joseph | 1891 | | | | | | | |
| Spaulding Institute | do | Theo. F. Brewer | Methodist Episcopal Church South. | 1881 | | 1,500.00 | 3,000.00 | 4,500.00 | 3,359.00 | 500.00 | 4,459.00 |
| St. Joseph's | Chickasha | Sister Mary Cosma | Rev. Father Isadore | 1900 | | 581.35 | 718.35 | 1,299.70 | 480.00 | 372.40 | 852.40 |
| Tahlequah Institute | Tahlequah | Chas. A. Peterson | Presbyterian Church | 1888 | 2,800.44 | 2,228.43 | | 5,028.87 | 3,600.00 | 1,428.87 | 5,028.87 |
| Whitaker Orphan Home | Pryor Creek | W. T. Whitaker | W. T. Whitaker | 1897 | | | 2,286.41 | 2,286.41 | 500.00 | 1,786.41 | 2,286.41 |
| Willie Halsell College | Vinita | C. L. Browning | Methodist Episcopal Church South. | 1886 | 400.00 | 2,700.00 | | 3,100.00 | 2,800.00 | | 2,800.00 |
| Indian University | Bacone | J. H. Scott | Baptist Church | | 518.84 | 595.70 | 5,525.86 | 6,640.40 | 5,800.00 | 840.40 | 6,640.40 |
| Total | | | | | 15,319.28 | 13,906.60 | 13,681.07 | 42,906.95 | 28,451.50 | 14,593.08 | 43,044.58 |

| Name of school. | Teachers. | | Number months school. | Value of buildings and grounds. | Enrollment. | | | | | | Average attendance. | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Whites. | | Indians. | | Total. | | Whites. | | Indians. | | Total. | |
| | Male. | Female. | | | M. | F. | M. | F. | M. | F. | M. | F. | M. | F. | M. | F. |
| Dwight Mission | 1 | 3 | 8½ | $6,000 | 24 | 21 | 23 | 14 | 47 | 35 | | | | | | |
| Cherokee Academy | 2 | 3 | 9 | 4,000 | 53 | 45 | 55 | 34 | 108 | 79 | | | | | 45 | 35 |
| Friends' School | 1 | 3 | 9 | 6,000 | 35 | 36 | 26 | 31 | 61 | 67 | 15 | 16 | 14 | 19 | 29 | 35 |
| Hargrove College | 3 | 5 | 9 | 30,000 | | | | | | | | | | | | |
| Henry Kendall College | 5 | 10 | 9 | 50,000 | 78 | 66 | 24 | 23 | 102 | 89 | 58 | 43 | 20 | 21 | 78 | 64 |
| Nazareth Institute | | 5 | 9 | 7,000 | 42 | 53 | 29 | 20 | 71 | 73 | 40 | 45 | 25 | 17 | 65 | 62 |
| Spaulding Institute | 2 | 5 | 9 | 50,000 | 85 | 82 | 33 | 52 | 118 | 134 | | | | | | |
| St. Joseph's | | 3 | 8 | 5,000 | 74 | 79 | 8 | 5 | 82 | 84 | | | | | | |
| Tahlequah Institute | 1 | 6 | 9 | 7,000 | 26 | 32 | 56 | 59 | 82 | 91 | 20 | 24 | 39 | 42 | 59 | 66 |
| Whitaker Orphan Home | | 2 | 10 | 10,000 | 36 | 30 | | | 36 | 30 | 30 | 25 | | | 30 | 25 |
| Willie Halsell College | 3 | 2 | 9 | 50,000 | 80 | 84 | | | 80 | 84 | 60 | 60 | | | 60 | 60 |
| Indian University | 3 | 8 | 9 | 35,000 | 48 | 49 | 28 | 20 | 76 | 69 | | | | | | |
| Total | 21 | 55 | 107½ | 260,000 | 581 | 577 | 282 | 258 | 863 | 835 | | | | | | |

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*Public schools, Indian Territory.*

| Towns. | Superintendent or principal. | When established. | Teachers. | | Number of months school. | Receipts. | | |
|---|---|---|---|---|---|---|---|---|
| | | | M. | F. | | Tuition. | Taxation. | Total. |
| Rush Springs | W. H. Savage | 1901 | 1 | 2 | 6 | $25.00 | $1,100.00 | $1,125.00 |
| Marietta | Brice Stephenson | 1899 | 1 | 5 | 9 | 1,075.00 | 1,350.00 | 2,425.00 |
| Ardmore | J. R. Hendrix | 1899 | 4 | 19 | 7 | 170.00 | 13,188.33 | 13,358.33 |
| Chickasha | Jonas Cook | 1900 | 2 | 12 | 6 | 100.00 | 6,500.00 | 6,600.00 |
| Marlow | John E. Koonce | 1899 | 3 | 4 | 9 | 300.00 | 1,900.00 | 2,200.00 |
| Pauls Valley | James M. Osborn | 1898 | 2 | 4 | 7 | 307.40 | 4,247.11 | 4,554.51 |
| Comanche | G. A. Witt | 1898 | 2 | 2 | 7 | 400.00 | 1,147.50 | 1,547.50 |
| Claremore | E. L. Essley | 1899 | 1 | 4 | 9 | 127.00 | 3,500.00 | 3,627.00 |
| Nowata | J. A. Burns | 1899 | 1 | 4 | 9 | 335.00 | 2,415.00 | 2,750.00 |
| South McAlester | Wm. Gay | 1900 | 2 | 12 | 8 | 18.00 | 8,972.00 | 8,990.00 |
| Eufaula | J. B. Dorman | 1899 | 2 | 2 | 8 | 6.00 | 2,430.00 | 2,436.00 |
| Muldrow | W. S. Scott | 1898 | 1 | 2 | 7 | 60.00 | 770.00 | 830.00 |
| McAlester | S. P. Morris | 1899 | 2 | 2 | 9 | 300.00 | 1,865.00 | 2,165.00 |
| Vinita | W. S. Dugger | 1899 | 1 | 7 | 9 | ..... | 6,449.07 | 6,449.07 |
| Howe | W. B. Emery | 1901 | 2 | .... | 3½ | 70.00 | 227.50 | 297.50 |
| Muskogee | W. F. Wilson | 1898 | 1 | 12 | 9 | 15.00 | 10,000.00 | 10,015.00 |
| Total | ..... | ..... | 28 | 93 | 122½ | 3,308.40 | 66,061.51 | 69,369.91 |

| Towns. | Expenditures. | | | Value of buildings and grounds. | Enrollment. | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Teachers' salaries. | Other expenses. | Total. | | Whites. | | Indians. | | Negroes. | | Total. | |
| | | | | | M. | F. | M. | F. | M. | F. | M. | F. |
| Rush Springs | $660.00 | $40.00 | $700.00 | $1,250.00 | 124 | 128 | 3 | 3 | .... | .... | 127 | 131 |
| Marietta | 2,025.00 | 400.00 | 2,425.00 | 2,500.00 | 160 | 140 | 15 | 11 | .... | .... | 175 | 151 |
| Ardmore | 7,265.67 | 2,200.00 | 9,465.67 | 8,000.00 | 565 | 582 | 5 | 3 | 92 | 101 | 662 | 686 |
| Chickasha | 4,000.00 | 2,500.00 | 6,500.00 | 8,000.00 | 465 | 455 | 1 | .... | 51 | 53 | 517 | 508 |
| Marlow | 2,835.00 | 200.00 | 3,035.00 | 2,500.00 | 220 | 235 | .... | 1 | .... | .... | 220 | 236 |
| Pauls Valley | 2,070.00 | 500.00 | 2,570.00 | 3,000.00 | 199 | 170 | 16 | 21 | .... | .... | 215 | 191 |
| Comanche | 1,347.50 | 200.00 | 1,547.50 | 1,000.00 | 200 | 186 | .... | 10 | .... | .... | 200 | 196 |
| Claremore | 1,800.00 | 1,700.00 | 3,500.00 | 6,000.00 | 111 | 116 | 49 | 41 | 7 | 5 | 167 | 162 |
| Nowata | 2,250.00 | 500.00 | 2,750.00 | 4,000.00 | 89 | 112 | 44 | 52 | .... | .... | 133 | 164 |
| South McAlester | 5,960.00 | 3,000.00 | 8,960.00 | 8,000.00 | 442 | 454 | 13 | 18 | 96 | 90 | 551 | 562 |
| Eufaula | 1,360.00 | ..... | 1,360.00 | 6,000.00 | 72 | 78 | 12 | 13 | 35 | 43 | 119 | 134 |
| Muldrow | 745.00 | 85.00 | 830.00 | 500.00 | 58 | 87 | 17 | 28 | .... | .... | 75 | 115 |
| McAlester | 200.00 | 365.00 | 565.00 | ..... | 155 | 160 | 11 | 10 | .... | .... | 166 | 170 |
| Vinita | 3,142.50 | 490.44 | 3,632.94 | 10,000.00 | 110 | 120 | 109 | 119 | 50 | 77 | 269 | 316 |
| Howe | 227.50 | ..... | 227.50 | 400.00 | 31 | 35 | .... | .... | .... | .... | 31 | 35 |
| Muskogee | 6,670.00 | 2,000.00 | 8,670.00 | 6,000.00 | 245 | 237 | 47 | 76 | 119 | 149 | 411 | 462 |
| Total | 42,558.17 | 14,180.44 | 56,738.61 | 67,150.00 | 3,246 | 3,295 | 342 | 406 | 450 | 518 | 4,038 | 4,219 |

## CONCLUSION.

In view of the somewhat unsettled and uncertain condition of affairs now existing in this Territory, it would be impossible, without further Congressional legislation, to establish a system of common schools for all the children of the Territory. We have endeavored, however, to make the most of the situation by constantly urging upon parents the necessity of availing themselves of every opportunity to secure for their children the best educational privileges within reach. In the country districts white children have been permitted to attend our Indian day schools upon the payment of a small tuition, while in the towns where the white children greatly outnumber the Indians we have sent the Indian children to the white schools.

We have gradually weeded out the incompetent teachers, and through the medium of our summer normals have raised the standard of teaching, having now an army of earnest, studious teachers of which any State might be proud.

We have urged the managers of the public and private schools of the Territory, in view of their lack of funds, to confine their work to the common-school grades, leaving to the denominational colleges of the Territory the academic and collegiate work. In our efforts to improve the educational conditions of the Territory we have been heartily supported by these denominational schools, many of which are now enlarging the buildings and increasing their facilities for more advanced work.

I submit herewith the annual reports of the supervisors of the various nations, and commend the work of these officials.

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I am under renewed obligations to your Department, sir, for the interest manifested in our work, and for your hearty support in all matters with which we have had to deal.

It is with pleasure, also, that I acknowledge our indebtedness to the Hon. J. George Wright, United States Indian inspector, for his patient and timely assistance and advice upon all matters of importance connected with our work.

Respectfully submitted.

JOHN D. BENEDICT,
*Superintendent of Schools in Indian Territory.*

The COMMISSIONER OF INDIAN AFFAIRS.

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## REPORT OF THE CREEK SCHOOL SUPERVISOR.

OFFICE OF SCHOOL SUPERVISOR FOR CREEK NATION,
*Muskogee, Ind. T., July 15, 1902.*

SIR: The fourth annual report of the supervisor of Creek schools is herewith submitted.

The duties of this office are outlined in the following extract from the Creek treaty:

The Creek school fund shall be used, under direction of the Secretary of the Interior, for the education of Creek citizens, and the Creek schools shall be conducted under rules and regulations prescribed by him, under direct supervision of the Creek school superintendent and a supervisor appointed by the Secretary, and under Creek laws, subject to such modifications as the Secretary of the Interior may deem necessary to make the schools most effective and to produce the best possible results.

All teachers shall be examined by or under direction of said superintendent and supervisor, and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed, but where all qualifications are equal preference shall be given to citizens in such employment.

All moneys for running the schools shall be appropriated by the Creek national council, not exceeding the amount of the Creek school fund, seventy-six thousand four hundred and sixty-eight dollars and forty cents; but if it fail or refuse to make the necessary appropriations the Secretary of the Interior may direct the use of a sufficient amount of the school funds to pay all expenses necessary to the efficient conduct of the schools, strict account thereof to be rendered to him and to the principal chief.

All accounts for expenditures in running the schools shall be examined and approved by said superintendent and supervisor, and also by the general superintendent of schools in Indian Territory, before payment thereof is made.

If the superintendent and supervisor shall fail to agree upon any matter under their direction or control, it shall be decided by said general superintendent, subject to appeal to the Secretary of the Interior, but his decision shall govern until reversed by the Secretary.

The school law of the Creek Nation to which reference is made above is as follows:

That there be and is hereby created the office of superintendent of public instruction, who shall be elected by the national council at its regular session, and who shall hold this office for a term of two years. He shall be installed in the same manner as other executive officers, and until such installation he shall not be competent to perform the functions of his office. He shall have his office in the national capitol building and shall be present at the sessions of the national teachers' institute. He shall be subject to laws regarding impeachment. He shall have authority to adopt rules and regulations not inconsistent with the laws of the Muskogee Nation for the government of schools established and maintained by the nation; to authenticate his actions by the use of a seal; to make requisition on the executive department for funds necessary to the support of the school; to prescribe and enforce a course of study in the several schools and furnish a series of text-books, one of which shall be the Bible; to prescribe and enforce rules for the examination of teachers and for the admission of pupils to the national boarding schools and such other high schools as may hereafter be established; to appoint teachers for the primary schools and superintendents for the boarding and high schools, but the superintendents so appointed shall select and employ their own teachers; he shall examine applicants for the position of teachers and grant certificates according to qualifications; to revoke for immorality, incompetence, or intemperance all certificates of whatsoever grade; to remove or discontinue any primary school which does not maintain a daily average of thirteen pupils during the winter months, and fifteen during the summer months.

The superintendent of public instruction shall appoint to each school three respectable citizens as a board of trustees, who shall hold their office during their good behavior, but shall not be entitled to any compensation. The superintendent of public instruction shall have complete control and supervision of all the school and educational interests of the nation at large, subject to such direction as may be imposed by law. The superintendent of public instruction shall keep a correct record of all his transactions in a suitable book, which shall be open to anyone for inspection; he shall report to the principal chief on or before the 15th day of September of each year a statement of the condition of the schools of the Muskogee Nation, accompanying his report with a tabular statement showing the number of schools in operation, number of children attending the same, the amount of unexpended appropriation, if any; make estimates of funds required for support of schools the coming year, that the council may have information upon which to base an appropriation; furnish blanks necessary to enable teachers and trustees to make their reports; to purchase the text-books and distribute the same upon requisition of teachers. When a neighborhood shall make application to the superintendent he shall grant permission for the establishment of a school, provided there are not less than 15 pupils, and if a suitable school building with necessary fixtures be provided within six weeks after such permission is given he shall assign a teacher for the same. The superintendent shall report at the close of each scholastic term to the principal chief the condition and progress of each school under his supervision, together with such suggestions and recommendations as he believes will improve the schools, which report or transcript thereof shall be furnished annually to the

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national council of the Muskogee Nation within three days after the meeting of the regular session thereof.

The superintendent of public instruction shall receive an annual salary of $800 and shall execute a bond of $2,000 for a faithful performance of the duties of his office.

Approved, November 5, 1896.

From the act above given it will be seen that the power of the Creek superintendent of public instruction was very great, and as the position had been one controlled entirely by political interest it will be readily inferred how much of reform had become necessary in Creek school matters. The kindly tact of my predecessor and my own great affection for the people among whom almost my whole life has been passed have not entirely averted friction in the bringing about of required changes. It is to the credit of the Creek people that when they have understood the advantages of changes they have accepted them in the spirit in which they were made.

The Creek council, at its regular session, passed the customary appropriations for boarding schools, amounting in the aggregate to $63,300, thus leaving the balance, which they appropriated for the neighborhood schools, of only $13,148.40, as against $25,000 appropriated the preceding year before the treaty became effective. I have, therefore, to report a decrease in the number of neighborhood schools. The total number last year was 65, with a total enrollment of 2,070 pupils. This year the total number of schools has been 56, with an enrollment of 1,822 pupils, the decrease of 14 per cent in the number of schools showing a corresponding decrease of 12 per cent in the number of pupils enrolled. This decrease is confined to Indian attendance. The colored schools were the same this year as last, and the enrollment in these schools for the negroes was practically unchanged from last year.

Like the preceding year, the past has been marked by conditions unfavorable to the schools. While smallpox has been less prevalent, few neighborhoods have entirely escaped it. In one of my visitations the mother of a large family met me at the gate with complaints that the neighbors "fussed so" she had been compelled to keep her children out of school until they should recover from "the bumps," though a part of them felt so well they wanted to go to school just the same. "The bumps" being a local name for smallpox, I did not go farther than the gate, although from frequent exposure I have lost fear of the disease. Scarlet fever, measles, and mumps have all been epidemic in certain localities, and cases of pneumonia have been frequent and fatal.

The greatest suffering of the people has been, however, from the terrible drought of last summer, with the consequent failure of all crops but cotton. Many Indians, instead of being able to hire help to pick their cotton, were compelled to keep their children out of school for this work. In the spring the same need led to keeping the children out to help in planting. In many cases parents, because of scant food supply and consequent lack of means to purchase both food and clothing, were unable to send their children to school. This failure of crops has been a terrible setback to the people. While they have struggled through without any outside aid and have thus escaped the baneful after effects of temporary pauperism, they have undergone many privations. In visiting their homes, very seldom did I find the "ohl kus wah" beside the fireplace with its ever ready food and drink, the "sofkey," the most prized of all Creek native food, a sort of soup made from pounded corn. The great wooden mortars in which the corn is beaten for this dish stood idly inverted. The trim little log smokehouses, usually so carefully locked to keep safe the family supply of home-cured bacon, stood almost invariably open this year, showing bare salting benches and empty racks. Usually a little flour was most of the food supply of the family. Yet the people kept up their courage and were as kindly as ever. In one place I shared the family dinner of bread and greens, to which I was welcomed with such unaffected cordiality that I could not but think of the proverb of King Solomon about the "dinner of herbs where love is." Most serious financially was the loss for lack of food of horses, hogs, and poultry. Often near the roadside I saw lying gaunt carcasses of starved horses, so thin that even the buzzards left them untouched. Hardier cattle managed to "rustle" through. In previous famine years wild game afforded much subsistence to the people. White people have practically destroyed this food supply. Where a few years ago herds of deer were numerous and prairie chickens flocked in thousands, not even a hoofmark in the clay nor a stray feather fluttering in the wind is now seen.

As in the storied days of Hiawatha, so too to these people with the famine came "the cold and cruel winter," a winter of very unusual severity, for which the people were ill prepared. More than once the deep drifted snow, so unusual in our southern latitude, practically suspended the whole system of neighborhood schools. This spring and summer there has been a greater demand than ever for Indian Territory pasturage for Texas cattle starved out there by continued drought. Thousands of allotments have been leased for pasture and a number of schoolhouses have been

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entirely inclosed. One school was necessarily closed after it was found unsafe for the children to attempt crossing the pasture. At other schools the attendance suffered much this spring from the same cause.

In some cases objection to the teacher has hurt the attendance. One neighborhood was dissatisfied with their teacher because he did not go to church. One teacher who had done fairly good work for several years married a full-blood girl for the sake of her quarter section of land. The courtship in this case was through an interpreter, as neither could speak the language of the other. She soon became dissatisfied and returned to her people. An attempt on his part to bring her back with a drawn revolver infuriated the neighborhood, and the trustees sent for me. After hearing both sides, the teacher not attempting to deny the use of the revolver "to scare her," I suggested his immediate resignation. Shortly after, it developed that he was the leader of a band of horse thieves—men who were thought to be industrious renters of Indian lands, but who added to their incomes by robbing their neighbors. This case has been the one exception of entire unworthiness.

The greatest obstacle to successful work in our neighborhood schools is the presence of a preponderant population of illiterate whites. While the Indian day schools have all been open to this class of people upon the payment of $1 a month tuition, their enrollment for the past year has been only 404, with an average attendance of 142. A majority of this small number would not pay the tuition, and when told, after repeated failures, that they must pay, left school and tried to injure the teacher in the community. The example of the dominant race in its neglect of schools is far stronger than can be the precept of the teacher. Of all the wrongs, real or imaginary, which the Indians have suffered at the hands of the white man, none can compare with this insidious undermining of what was good in their tribal existence by the presence of this mass of ignorant and too often vicious and criminal people. Good people are not usually willing to stay where there is so little opportunity for the education of their children.

I have been pleased to note attempts at improvement of school property in a number of neighborhoods. The Okfuskey school, reported last year as the worst building in the nation, now has a good floor and a glass window. The miserable box house at Carrs Creek having been destroyed by fire from the stovepipe, which went up through a hole in the chimneyless roof, has been replaced by a large frame building.

The surveying, setting apart, and properly marking, by the Dawes Commission, of the acre stipulated by treaty for each school has been a helpful step. The implied permanence of the school building will encourage its protection and improvement. This work was admirably done, the surveyors in charge using especial care to place each acre to the best advantage for school purposes.

With the rapid progress of allotment of Creek lands has come the change of home and the scattering out of many people who were closely grouped. This shifting of population will require some readjustment of school districts. New towns springing up with the projection and construction of new railroads are also causing changes in the homes of the people. The entire surface of the country seems undergoing a change. One prairie, where two years ago I drove for nearly 15 miles without passing a house, I found this spring with newly made farms almost touching each other for the entire distance, most of them being occupied by white renters.

A large number of noncitizen negroes are also coming into the Creek Nation. The statements as to illiterate whites from outside largely apply also to this outside negro population.

Statistics of boarding schools show a marked increase in attendance. It is to be regretted that this attendance is so irregular. The enrollment at the Indian boarding schools was 707, as against 602 last year. This is an excess of 35 per cent above the legal number of pupils, but the average attendance was only 448, or about 14 per cent less than the prescribed number. In the colored boarding schools, with an authorized number of 185, there has been an enrollment of 226 and an average of 144, an enrollment of 22 per cent more and an average of 23 per cent less than is authorized.

Among the negroes have been some crude attempts at educational institutions growing out of ill-advised individual ambition. Some months ago, having seen earnest appeals in different newspapers in this section of country for help for an Indian industrial school, I went to visit it, being the more desirous of seeing it because that very community had refused the previous year to allow the establishment of a national school. I found the school to be the private enterprise of a comparatively ignorant, "state-raised" negro, whose industrial plan was raising cotton by child labor on Indian land. His students present, with the exception of three Indian day pupils, were all negroes, although he informed me that some white children attended the school. He made a speech to his pupils telling them that he

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EUFAULA HIGH SCHOOL BALL TEAM, CHAMPION TEAM OF THE INDIAN TERRITORY.

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would ask me to talk to them because I was a visitor, but saying that neither I nor any other Government person had anything to do with their school. They wanted neither aid nor supervision, because in the schools under Government control there was a division of the races, and as God had made all people alike they ought all to go to school together. I desired to see the boarding department of the school, but was not allowed to do so. I was convinced that there was no opportunity for observing any rules of decency in the wretched building I did not go into.

A severe blow to any enlargement of farm training or of greater efforts toward at least partial self-support of the boarding schools has been that provision of the Creek treaty which cuts down the land allowed to each school to 40 acres.

### EUFAULA BOARDING SCHOOL.

This school is commandingly situated on a picturesque eminence just within the corporation line of the town of Eufaula. Outcropping rocks render it unfit for agriculture, and so only 5 acres are reserved here, the remaining 35 being a small portion of the large and productive farm 3 miles away, once the property of the school, but taken from it by the treaty.

In other years about one-half the school was in the primary department, which was this year done away with, it having been determined to make this school of a higher grade than the others. A white superintendent having been placed in charge, disappointed applicants for the position of superintendent were unsparing in efforts to break the school up. Under these circumstances an average attendance of 70 per cent was quite as good as could have been anticipated. The gain in quality of work done was very marked. A baseball team at this school has distinguished itself by fine playing, vanquishing all opposing teams and making such fame for itself that nearly all the members were offered paying positions for the summer.

I regret to lose from this school Mr. Frank Shortall, who has been a most faithful and efficient principal, but leaves us for a wider sphere of labor elsewhere.

### WETUMKA.

This school has probably never had a more successful year. At the same time that the attendance has been greatly increased the cost of the school has been diminished. Careful attention to out of school work has been given here to both boys and girls. This spring individual garden plots were given the students and prizes offered to those who should be most successful. This experiment was a very great success, arousing much interest and pride on the part of the young farmers.

### EUCHEE.

The high personal regard I feel for the estimable Creek citizen who is superintendent of this school makes me regret exceedingly that I can not speak in higher commendation of the work of the school. No perceptible advance has been made here except in economy of management. Lack of water supply is a very great drawback, and there have been other peculiar and annoying difficulties.

### NUYAKA.

This school is conducted under the auspices of the Presbyterian Board of Home Missions in accordance with the terms of a contract by which the Creek Nation pays annually $70 each for 80 pupils, it being understood that this payment covers only expenses for subsistence, etc., the board of home missions employing and paying the superintendent and teachers. This school is on the cottage plan, its 80 pupils being in three separate homes, each with its distinctive family life, but all attending school together, and details of students for outdoor work coming from the different homes. While this system is much more expensive the possibilities for development of the individual are so much greater as to justify it. The school farm, garden, and orchard are in excellent condition. A fine poultry yard is a means of practical and valuable instruction. The school has a good milk and butter supply, though dairying is not taught as I should like to see it taught. In the girls' cottages I was shown some exquisite embroidery and lace work which was being taught. Having expressed a preference for more practical plain sewing and mending, various girls with evident pride showed me the garments they were wearing which they had made and laundered themselves. From the sewing closets large baskets were brought out that I might see the partly finished week's mending. The patching and darning were all that I could ask in careful neatness. One great advantage at this

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school is the contented spirit of the students and the consequent fewer changes. More stress is laid upon use of the English language here, where all employees are white, than we have been able to secure in the other boarding schools.

### WEALAKA.

This school has kept a higher average the past year and made good progress. An especially interesting industrial feature had been inaugurated here, that of nursery work in the planting, grafting, and budding of young fruit trees. The departure of Mr. George C. Kindley, the efficient principal teacher by whom this work was undertaken, practically ended it. Mr. Kindley is now in school work in the Philippines.

### COWETA.

Good progress has been made at this school. The superintendent is the grandson of the first constitutional chief of the Creek Nation and his parents were educated in mission schools. He himself completed his mission-school training by three years at Carlisle and some time spent there on the outing system. He is one who is "come" to the school boys and he has the place in fine condition.

### CREEK ORPHAN HOME.

The record of this school has been very creditable to its young Indian superintendent. Orphan children are sent here more to find a home than to go to school, and are younger and more dependent than in other schools. Some attention should be paid to the property rights of these orphans and their allotments of land be so managed that some values might accrue to them and not be absorbed entirely by selfish kins people or unauthorized guardians. Unless something of this sort is done additional appropriation should be made for this school to purchase clothing for the children and to cover the additional expense of maintaining a home for them during the summer months when the other schools are closed.

### TULLAHASSEE.

I regret that this school has not made as good a record this year as last. The attendance is far below what it should be, and the general neatness and order have not been so good as last year.

### PECAN CREEK.

This school has been excellently managed. Order, cleanliness, and economy have been ruling characteristics.

I deeply regret the death of the principal teacher, William Rutherford Pamplin, a young man whose fine ability and scholarship, exemplary character, and high purpose all promised a brilliant future.

### COLORED ORPHAN HOME.

This school has labored under great difficulty because of lack of a boys' dormitory, the one which was destroyed by fire last year not having been replaced. The school has been much fuller than for years past. What has been said as to the property rights of Creek orphan children would apply here also.

A severe blow to this school was the sudden death from heart failure of the efficient matron, Mrs. Maggie Sango.

As in preceding years, two summer normal schools were held, one at Eufaula for white and Indian, and the other at Muscogee for colored teachers. At Eufaula 51 teachers were in attendance, and 93 per cent of those who took the examinations made a passing grade. At Muscogee 41 were examined, 87 per cent passing. As showing the origin of these teachers it may be interesting to note their birthplaces. At Eufaula there were from Indian Territory, 11; Missouri, 10; Arkansas, 8; Illinois, 4; Kansas, Tennessee, Kentucky, Georgia, and Texas, each 2, and Virginia, South Dakota, Alabama, Oregon, and France, each 1. Two were Americans born in Turkey of missionary parents. At Muscogee there were from Texas, 10; Mississippi and Indian Territory, each 5; Arkansas, 4; Tennessee, 3; Kentucky, Louisiana, and Kansas, each 2, and North Carolina, Missouri, Ohio, New York, Maryland, District of Columbia, South Carolina, and Alabama, each 1.

A comparison of the numbers given this year with those of last will show a decreased attendance, but a larger percentage of those who passed the examinations.

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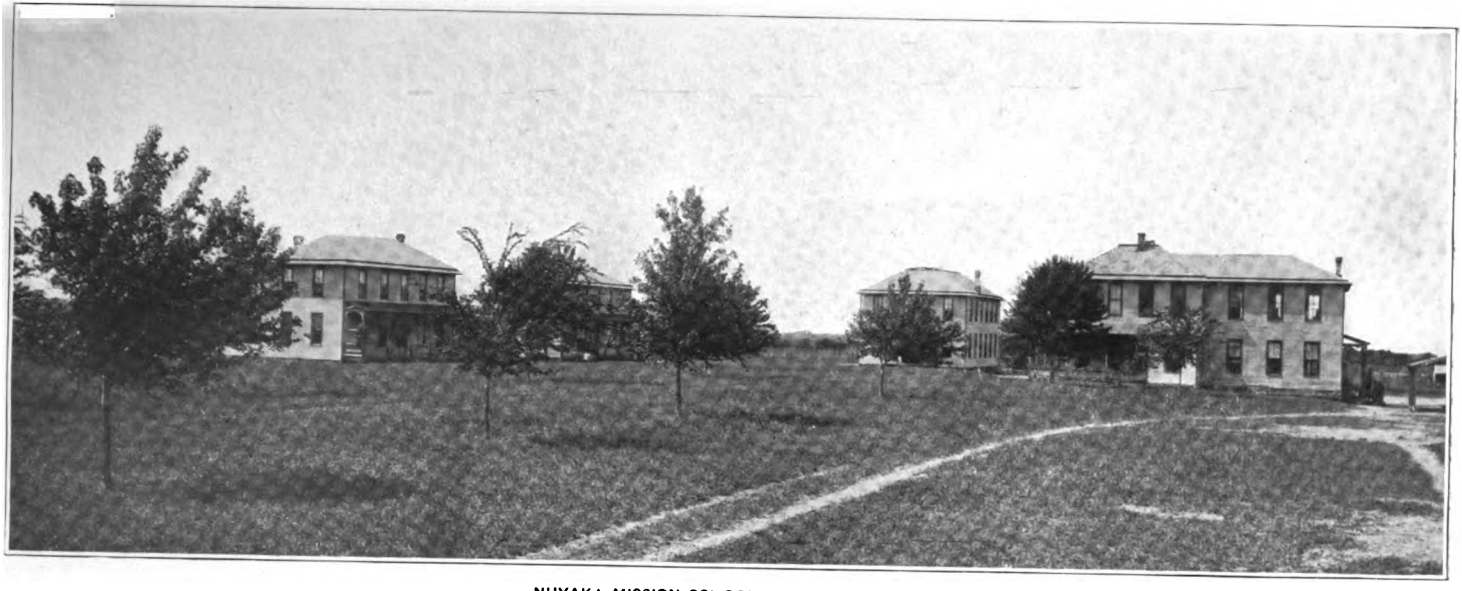

NUYAKA MISSION SCHOOL CREEK NATION.

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It will also be noticed that the attendance from Indian Territory is much smaller. As it becomes generally understood that there is neither fear nor favor shown in these examinations, poorer teachers have dropped out and given up the effort. While it is a matter of sincere regret to me that so few Creek citizens are able to pass the examinations for teachers, nothing else could be expected. An incontrovertible proof of past deficiencies in educational work is the fact that a number of those who held the highest positions in the boarding schools have dropped entirely out because they could not obtain even third-grade certificates. What could be expected of pupils trained by such teachers? At first there was a disposition to question the fairness of examinations, but as all examination papers were retained the correctness of grades given was easily demonstrated and the eyes of the unbelieving were opened. One member of the Creek council whose very worthy young daughter, educated in the national schools, failed utterly on examination told me that the teachers they had had should be serving terms in the penitentiary for the wrong they had done the people through their incompetence. It has been encouraging to see with how little friction the improvement in grade of teachers has been progressing.

In the Creek Nation the number of teachers required is so much smaller than in the others that the financial question becomes a serious one. Normal instructors are paid from the tuition collected, and as the same amount of tuition is charged in the different nations, it will be seen that the others have a decided advantage pecuniarily. A generous gift from Mrs. William Thaw, of Pittsburg, Pa., enabled us to have a full corps of teachers, without which our very successful work would have been quite incomplete. To teach primary methods with non-English-speaking pupils a class of full-blood children was brought from their homes in the country. The presence of Mr. and Mrs. Carter was most helpful and inspiring. The work as outlined by them was a revelation to many of our teachers and will be of inestimable value to them in helping them to do more than simply follow the trite routine of the printed page. With the quick memories of Indian children very frequently pupils know every lesson in a reader before they have studied it, simply from hearing the recitations of other classes. To no class of children can nature study appeal more strongly or by judicious and interested teachers be more helpfully taught than to Indian pupils. Much more attention was paid to teaching reading than in previous normals. This was done because of the stress you have laid upon the importance of better work in this direction than we have had in our schools.

A series of evening entertainments was a pleasant feature of the Eufaula normal. Music, recitations, and informal lectures on American, European, and oriental travel were agreeably instructive and restful. A visit and excellent talk from the principal chief of the Creek Nation was also very helpful. Nor would I fail to allude to the inspiration in the presence and suggestions of Supervisor Beck and yourself.

The heavy cost of provisions this year making it impossible to find anyone willing to assume the financial responsibility of the boarding department of the Eufaula normal I was forced to take it myself. While this was something of a burden, I am not sorry to have had this care of purchasing supplies and planning and ordering meals, etc., for it has given me an actual experience as to what may be done in our boarding schools that will quite repay the additional labor.

The past year, in the performance of duty in this nation, I have spent one hundred and seventy-eight days in the field, and have traveled by team 2,722 miles and by rail 4,456 miles, in all 7,178 miles. The expenses of my office have been as follows:

| | |
|---|---|
| Salary and per diem | $1,856.00 |
| Traveling expenses | 453.40 |
| Office expenses | 90.60 |
| Total | 2,400.00 |

The severe weather of the winter prevented my doing as much school visiting as I should otherwise have done, because it was not just to the schools to visit them on days when it was impossible for the children to get there. Most of the children in the neighborhood schools have long distances to go to school and could not get there through the severe storms of last winter. Through April and May heavy rains raised the streams so that I often found them impassable. Sometimes I sat on the bank and waited for a creek to run down; sometimes I got very wet in the deep water; only once did I get into water that was swimming. The most annoying difficulty in visiting schools is the constant changing of roads consequent upon the taking of allotments. I have had to open and shut as many as 30 pasture gates in one day's driving.

In my visitation of neighborhood schools the past year I was glad to find much greater faithfulness on the part of teachers. They were much more careful to begin on time and not to close before time than last year.

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Not nearly so many complaints of teachers have come to me from patrons of these neighborhood schools, and on the other hand the work of the teachers has been far more frequently commended. It is a great pleasure to me to see that the people seem to have greater confidence that the intention of the Government in directing the management of their schools is to make them better, and I am therefore much more hopeful of the success of the work for the coming year.

The Creek superintendent, Mr. Gregory, and myself have worked together quite pleasantly the past year. There has been far less of friction in all directions than last year.

The greatest gain of the year has been in the financial management of the boarding schools. A comparison of this year's reports with those of last year will show that with the enormous increase in the price of provisions and with an increased attendance of students the average cost is less than last year. I hope for much better results the coming year with the promise of abundant crops and cheaper food.

Thanking you for ever-helpful counsel in every difficulty and perplexity with which I have gone to you, and with a full realization of the fact that to you more than to myself is due largely any success of the work of Creek schools during the past year, the preceding report is respectfully submitted.

ALICE M. ROBERTSON, *Supervisor.*

Hon. JOHN D. BENEDICT,
*Superintendent of Schools in Indian Territory.*

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*School statistics, Creek Nation.*

EUFAULA.

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| William H. Lester | Superintendent | White | 65 | $50.00 | $500.00 | 10 |
| Frank Shortall | Principal teacher | do | 24 | 65.00 | 552.50 | 8½ |
| Anna M. Peterson | Assistant teacher | do | 26 | 50.00 | 425.00 | 8½ |
| Elizabeth A. Scott | do | do | 23 | 45.00 | 382.50 | 8½ |
| Sallie Maxey | do | do | 21 | 45.00 | 382.50 | 8½ |
| Celia Lester | Matron | do | 55 | 30.00 | 255.00 | 8½ |
| C. M. Perryman | do | Indian | 36 | 30.00 | 232.50 | 7¾ |
| Alice H. Palmer | do | White | 27 | 30.00 | 54.00 | 1¾ |
| Sarah Foster | Cook | Negro | 30 | 25.00 | 212.50 | 9½ |
| Saladin Lafavor | Laborer | Indian | 26 | 25.00 | 162.50 | 6½ |
| H. McIntosh | do | do | 20 | 25.00 | 50.00 | 2 |
| Hepsy McIntosh | Laundress | do | 60 | 20.00 | 170.00 | 8½ |

| | |
|---|---|
| Number enrolled: | |
| Males | 53 |
| Females | 59 |
| Total | 112 |
| Average attendance | 70 |
| Total salaries paid | $3,379.00 |
| Total other expenses | $4,500.09 |
| Annual cost per pupil | $112.55 |
| Cost per pupil per month | $13.24 |

WETUMKA.

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| James P. Atkins | Superintendent | White | 27 | $50.00 | $500.00 | 10 |
| C. G. Goodwin | Principal teacher | do | 25 | 55.00 | 467.50 | 8½ |
| Anna Belle Wright | Assistant teacher | do | 28 | 45.00 | 382.50 | 8½ |
| F. Gladys Bridges | do | do | 22 | 45.00 | 382.50 | 8½ |
| Susanne Barnett | do | Indian | 21 | 45.00 | 157.50 | 3½ |
| Lucy H. Smith | do | White | 21 | 45.00 | 204.00 | 4½ |
| Belle M. Atkins | Matron | Indian | 21 | 30.00 | 255.00 | 8½ |
| Jennie Duncan | do | White | 35 | 30.00 | 255.00 | 8½ |
| O. Ogletree | Cook | do | 30 | 35.00 | 280.00 | 8 |
| A. J. Stice | Laundress | do | 40 | 20.00 | 170.00 | 8½ |
| Douglass Collins | Laborer | Indian | 21 | 20.00 | 180.00 | 9 |
| Charles March | do | White | 23 | 20.00 | 180.00 | 9 |

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| | |
|---|---|
| Number enrolled: | |
| Males | 86 |
| Females | 70 |
| Total | 156 |
| Average attendance | 90 |
| Total salaries paid | $3,414.00 |
| Total other expenses | $5,095.21 |
| Annual cost per pupil | $94.54 |
| Cost per pupil per month | $11.12 |

EUCHEE.

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| Wm. A. Sapulpa | Superintendent | Indian | 42 | $50.00 | $600.00 | 12 |
| Harry H. Bell | Principal teacher | White | 22 | 55.00 | 467.50 | 8½ |
| Dannie Ross | Assistant teacher | Indian | 29 | 45.00 | 382.50 | 8½ |
| Susanna Grimes | do | do | 30 | 40.00 | 340.00 | 8½ |
| Susie J. B. Sapulpa | Matron | do | 30 | 25.00 | 212.50 | 8½ |
| Tooka S. Ross | do | do | 26 | 25.00 | 212.50 | 8½ |
| | Cook | | | 20.00 | 180.00 | 9 |
| | Laundress | | | 20.00 | 180.00 | 9 |
| | Laborer | | | 20.00 | 180.00 | 9 |

| | |
|---|---|
| Number enrolled: | |
| Males | 72 |
| Females | 71 |
| Total | 143 |
| Average attendance | 65½ |
| Total salaries paid | $2,785.00 |
| Total other expenses | $3,434.44 |
| Annual cost per pupil | $95.68 |
| Cost per pupil per month | $11.25 |

CREEK ORPHAN HOME.

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| Johnson E. Tiger | Superintendent | Indian | 26 | $50.00 | $600.00 | 12 |
| Bruce McKinley | Principal teacher | White | 27 | 50.00 | 425.00 | 8½ |
| Mabel Hall | Assistant teacher | do | 28 | 45.00 | 382.50 | 8½ |
| Lena B. Tiger | Matron | Indian | 27 | 30.00 | 360.00 | 12 |
| Ida B. Holcomb | do | White | 34 | 30.00 | 240.00 | 8 |
| Lillie Benson | do | Indian | 24 | 30.00 | 15.00 | ½ |
| Mollie Jefferson | Seamstress | White | 32 | 30.00 | 240.00 | 8 |
| Mollie Robinson | Cook | Negro | 50 | 25.00 | 237.50 | 9½ |
| M. Checote | Laundress | Indian | 30 | 16.00 | 144.00 | 9 |
| | 2 laborers | do | | 40.00 | 360.00 | 9 |

| | |
|---|---|
| Number enrolled: | |
| Males | 35 |
| Females | 32 |
| Total | 67 |
| Average attendance | 60 |
| Total salaries paid | $3,004.00 |
| Total other expenses | $3,393.59 |
| Annual cost per pupil | $106.62 |
| Cost per pupil per month | $11.23 |

COWETA.

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| Samuel J. Checote | Superintendent | Indian | 35 | $41.66 | $458.34 | 11 |
| John R. Price | Principal teacher | White | 24 | 50.00 | 425.00 | 8½ |
| Lucile Byrd | Assistant teacher | Indian | 20 | 45.00 | 382.50 | 8½ |
| Annie Checote | Matron | do | 30 | 25.00 | 212.50 | 8½ |
| S. W. Dorsey | do | White | 38 | 25.00 | 112.50 | 4½ |
| Amanda Davis | do | do | 30 | 25.00 | 50.00 | 2 |
| Alma W. Allen | Laundress | do | 40 | 16.00 | 144.00 | 9 |
| Fannie J. Haynie | Cook | do | 35 | 20.00 | 170.00 | 8½ |
| Martin Kanard | Laborer | Indian | 21 | 20.00 | 170.00 | 8½ |

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| | |
|---|---|
| Number enrolled: | |
| Males | 33 |
| Females | 34 |
| Total | 67 |
| Average attendance | 41 |
| Total salaries paid | $2,124.84 |
| Total other expenses | $1,880.55 |
| Annual cost per pupil | $97.69 |
| Cost per pupil per month | $11.50 |

WEALAKA.

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| Henry M. Harjo | Superintendent | Indian | 35 | $41.66 | $458.34 | 11 |
| Geo. C. Kindley | Principal teacher | White | 36 | 50.00 | 175.00 | 3½ |
| W. D. Atkins | do | do | 30 | 50.00 | 250.00 | 5 |
| Lillian Lee | Assistant teacher | do | 26 | 45.00 | 382.50 | 8½ |
| Katie M. Harjo | Matron | Indian | 25 | 25.00 | 212.50 | 8½ |
| Emma Kindley | do | White | 24 | 25.00 | 212.50 | 8½ |
| Zare Jackson | Cook | do | 50 | 20.00 | 170.00 | 8½ |
| Mrs. Z. Jackson | Laundress | do | 45 | 16.00 | 136.00 | 8½ |
| Albert Stake | Laborer | Indian | 25 | 20.00 | 200.00 | 10 |

| | |
|---|---|
| Number enrolled: | |
| Males | 33 |
| Females | 31 |
| Total | 64 |
| Average attendance | 45 |
| Total salaries paid | $2,196.84 |
| Total other expenses | 2,323.83 |
| Annual cost per pupil | 100.45 |
| Cost per pupil per month | 11.81 |

TULLAHASSEE (COLORED).

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| Philip A. Lewis | Superintendent | Negro | 35 | $50.00 | $600.00 | 12 |
| S. B. Gilliam | Principal teacher | do | 50 | 60.00 | 510.00 | 8½ |
| J. D. Knox | Assistant teacher | do | 40 | 45.00 | 382.50 | 8½ |
| Hattie Davidson | do | do | 40 | 40.00 | 340.00 | 8½ |
| Celia Roberts Mike | do | do | 28 | 40.00 | 340.00 | 8½ |
| Elzora F. Lewis | Matron | do | 31 | 30.00 | 255.00 | 8½ |
| Ellen Marshall | Cook | do | 21 | 25.00 | 212.50 | 8½ |
| | 2 laborers | do | | 20.00 | 360.00 | 9 |

| | |
|---|---|
| Number enrolled: | |
| Males | 51 |
| Females | 65 |
| Total | 116 |
| Average attendance | 71 |
| Total salaries paid | $3,100.00 |
| Total other expenses | 5,330.78 |
| Annual cost per pupil | 118.74 |
| Cost per pupil per month | 14.20 |

PECAN CREEK (COLORED).

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| J. P. Davidson | Superintendent | Negro | 50 | $41.66 | $500.00 | 12 |
| W. R. Pamplin | Principal teacher | do | 22 | 50.00 | 285.00 | 6 7/10 |
| M. L. Craw | Assistant teacher | do | 27 | 40.00 | 140.00 | 3½ |
| M. L. Craw | Teacher | do | 27 | 50.00 | 250.00 | 5 |
| Mrs. J. P. Davidson | Matron | do | 49 | 30.00 | 255.00 | 8½ |
| Emma Island | Cook | do | 35 | 20.00 | 180.00 | 9 |

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| | |
|---|---|
| Number enrolled: | |
| Males | 32 |
| Females | 33 |
| Total | 65 |
| Average attendance | 42 |
| Total salaries paid | $1,610.00 |
| Total other expenses | 2,362.47 |
| Annual cost per pupil | 92.37 |
| Cost per pupil per month | 10.80 |

COLORED ORPHAN HOME.

| Name of employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| A. G. W. Sango | Superintendent | Negro | 35 | $41.66 | $500.00 | 12 |
| Mattie G. Key | Teacher | do | 28 | 40.00 | 340.00 | 8½ |
| Maggie Sango | Matron | do | 25 | 25.00 | 137.50 | 5½ |
| Nellie McGee | do | do | 40 | 25.00 | 75.00 | 3 |
| Cynthia Tolliver | Cook | do | 45 | 15.60 | 145.00 | 9 |

| | |
|---|---|
| Number enrolled: | |
| Males | 19 |
| Females | 26 |
| Total | 45 |
| Average attendance | 31½ |
| Total salaries paid | $1,197.50 |
| Total other expenses | 2,300.87 |
| Annual cost per pupil | 112.85 |
| Cost per pupil per month | 13.15 |

NUYAKA.

| | |
|---|---|
| Number enrolled: | |
| Males | 48 |
| Females | 49 |
| Total | 97 |
| Average attendance | 81 |
| Cost to Creek Nation: | |
| Annually | $5,600.00 |
| Annually per scholar | 69.13 |
| Per scholar per month | 7.68 |

Employees are appointed and paid by the Presbyterian Board of Home Missions.



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*Day schools.*

| Teacher. | School. | Post-office address. | Race. | Age. | Monthly salary. | Amount received. | Days taught. | Enrollment. | | | | Days attendance. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Indians. | | White. | | Indians. | | Whites (average). |
| | | | | | | | | M. | F. | M. | F. | M. | F. | |
| John A. Denny | Alabama | Amabala | White | 33 | $30.00 | $50.00 | 40 | 10 | 6 | 1 | 1 | 51 | 89 | 20 |
| A. P. Stephenson | do | do | do | 45 | 30.00 | 90.00 | 59 | 11 | 11 | | | 392 | 228 | |
| Lloyd C. Johnson | do | Weleetka | do | 25 | 30.00 | 112.50 | 67 | 10 | 6 | 15 | 12 | 278 | 98 | 12½ |
| V. E. Hill | Arbeka | Fame | do | 23 | 40.00 | 340.00 | 180 | 15 | 23 | 6 | 5 | 1,577 | 2,615 | 5½ |
| Johnson R. King | Artussie | Eufaula | Indian | 25 | 30.00 | 255.00 | 180 | 14 | 24 | | | 858 | 1,141 | |
| Cooper Dawson | Bonds Switch | Checotah | White | 22 | 30.00 | 135.00 | 91 | 5 | 5 | 15 | 11 | 265 | 302 | 11 |
| W. I. Brodie | do | do | do | 22 | 30.00 | 70.50 | 50 | 3 | 1 | 11 | 5 | 119 | 40 | 14½ |
| Alice H. Palmer | Carrs Creek | do | do | 26 | 35.00 | 105.00 | 70 | 10 | 5 | 6 | 7 | 208 | 213 | 9 |
| Cooper Dawson | do | do | do | 22 | 35.00 | 110.00 | 66 | 15 | 14 | 14 | 29 | 676 | 345 | 30½ |
| Harrie Blake | Checotah | do | do | 25 | 35.00 | 295.00 | 175 | 12 | 12 | | | 1,665 | 1,429 | |
| R. D. Love | Coal Creek | Henryetta | do | 24 | 35.00 | 272.50 | 154 | 13 | 7 | 14 | 18 | 900 | 705 | 12 |
| Rose Marcum | Cussetah | Okmulgee | Indian | 28 | 25.00 | 50.00 | 44 | 12 | 3 | 2 | 2 | 214 | 15 | 2 |
| Lucy H. Smith | Eufaula | Eufaula | White | 21 | 35.00 | 81.00 | 48 | 10 | 13 | | | 238 | 456 | |
| Alice H. Palmer | do | do | do | 26 | 35.00 | 132.00 | 56 | 10 | 12 | | | 208 | 529 | |
| Cora Ethel Fair | Fishertown | Checotah | do | 19 | 30.00 | 255.00 | 175 | 9 | 13 | 22 | 14 | 788 | 714 | 6 |
| L. A. Benton | Fish Pond | Bearden | Indian | 38 | 35.00 | 297.50 | 180 | 13 | 14 | | | 1,471 | 1,409 | |
| Mattie Edna Fair | Gentry's | Checotah | White | 24 | 30.00 | 138.00 | 100 | 6 | 9 | 9 | 12 | 408 | 345 | 9 |
| Sallie Reinhardt | Grave Creek | Manda | do | 25 | 30.00 | 30.00 | 18 | 6 | 1 | 1 | 9 | 43 | 16 | 2 |
| Annie Wright | Hillabee | Thurman | do | 24 | 25.00 | 255.00 | 177 | 9 | 4 | 6 | 2 | 465 | 340 | 5 |
| Lillora Morton | Honey Creek | Okmulgee | Indian | 25 | 30.00 | 195.00 | 150 | 7 | 6 | 7 | 6 | 565 | 476 | 4 |
| M. J. Berryhill | Hitchita | Hitchita | do | 35 | 30.00 | 280.00 | 173 | 14 | 10 | 6 | 8 | 1,560 | 989 | 3 |
| Cinnie B. Weirick | Kellyville | Kellyville | White | 24 | 35.00 | 297.50 | 150 | 5 | 4 | 12 | 7 | 324 | 436 | 14 |
| Hettie D. Alexander | Middle Creek | Wetumka | Indian | 26 | 30.00 | 152.50 | 115 | 10 | 10 | 4 | 2 | 470 | 310 | 4 |
| Nancy M. Scott | Okfuskee | Eufaula | do | 35 | 30.00 | 270.00 | 180 | 23 | 8 | | | 1,722 | 318 | |
| Coral Lee Wright | Okmulgee | Okmulgee | White | 22 | 40.00 | 340.00 | 178 | 18 | 17 | 1 | 1 | 1,315 | 1,601 | |
| Clara Reinhardt | Pecan Grove | Holdenville | do | 25 | 30.00 | 262.50 | 180 | 5 | 15 | 17 | 11 | 630 | 1,717 | 7 |
| Cornelia Ratcliff | Red Fork | Red Fork | do | 34 | 30.00 | 255.00 | 175 | 8 | 6 | 13 | 16 | 808 | 797 | 20 |
| George W. Coachman | Salt Spring | Wetumka | Indian | 20 | 25.00 | 165.00 | 127 | 10 | 5 | | | 843 | 406 | |
| Elmer Finley | Stidham | Stidham | White | 23 | 30.00 | 255.00 | 176 | 10 | 5 | 10 | 6 | 704 | 550 | 6 |
| Pearl Pearson | Stone Bluff | Stone Bluff | do | 23 | 25.00 | 245.00 | 176 | 12 | 5 | 7 | 5 | 1,310 | 327 | 4 |
| Charles Agee | Thlewarthley | Watsonville | Indian | 33 | 30.00 | 270.00 | 175 | 13 | 10 | | | 1,390 | 1,071 | |
| Alice M. Barnett | Thlewarthley No. 2. | Wetumka | do | 20 | 30.00 | 255.00 | 176 | 14 | 10 | | | 1,265 | 972 | |
| Lula M. Carr | Salt Creek | do | do | 19 | 25.00 | 50.00 | 45 | 8 | 7 | | | 172 | 155 | |
| W. I. Brodie | Thlopthlokko | do | White | 22 | 30.00 | 115.00 | 98 | 7 | 6 | 8 | 3 | 333 | 416 | 4 |
| Addie B. Carr | do | do | Indian | 23 | 30.00 | 62.50 | 50 | 9 | 10 | 1 | 1 | 172 | 270 | 2 |
| Rachel C. Goat | Tiger Creek | Holdenville | do | 35 | 30.00 | 213.00 | 151 | 3 | 8 | | | 340 | 1,193 | |
| Lewis C. Johnson | Tuckabatchee | Henryetta | White | 35 | 35.00 | 297.50 | 170 | 15 | 6 | | | 1,065 | 392 | |
| Dora Johnson | Tuskegee | Eufaula | do | 26 | 35.00 | 290.00 | 170 | 12 | 18 | | | 1,126 | 1,599 | |
| Ada M. Thurman | Twin Mounds | Mounds | do | 24 | 35.00 | 292.50 | 178 | 11 | 15 | 13 | 10 | 829 | 1,163 | 11 |
| Jennie D. Pitman | Wewoka | Wewoka | Indian | 30 | 25.00 | 95.00 | 70 | 8 | 8 | | | 251 | 312 | |
| Leontine Whiteside | Wetempee | Muskogee | White | 22 | 25.00 | 25.00 | 20 | 3 | 5 | 11 | 13 | | | 12 |

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| | |
|---|---|
| Enrollment | 791 |
| Average attendance | 309 |
| Months of school | 8½ |
| Paid for teachers' salaries | $7,737.00 |
| Average cost of tuition per pupil | $25.03 |
| Average cost of tuition per pupil per month | $2.90 |

*Day schools (colored).*

| Teacher. | School. | Post-office address. | Race. | Age. | Monthly salary. | Amount received. | Days taught. | Enrollment. | | | | Days attendance. | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Citizens. | | Noncitizens. | | Citizens. | | Noncitizens (average). |
| | | | | | | | | M. | F. | M. | F. | M. | F. | |
| M. W. Behn | Ash Creek | Ridge | Negro | 25 | $30.00 | $30.00 | 22 | 5 | 12 | | | 73 | 184 | |
| Ida M. Kahler | do | do | do | 23 | 30.00 | 53.00 | 42 | 10 | 19 | | | 285 | 464 | |
| M. M. Anderson | do | do | do | 24 | 30.00 | 107.25 | 68 | 9 | 20 | 4 | 6 | 675 | 1,317 | 7 |
| J. M. Dade | Black Jack | Muskogee | do | 40 | 30.00 | 287.50 | 177 | 24 | 29 | 5 | 8 | 958 | 1,886 | 4 |
| Maud V. Jones | Blue Creek | Clarksville | do | 22 | 40.00 | 340.00 | 180 | 22 | 20 | 3 | 3 | 2,913 | 2,364 | 2 |
| Rumella Kinchin | Brush Hill | Brush Hill | do | 20 | 25.00 | 220.00 | 178 | 11 | 18 | | | 1,470 | 1,542 | |
| Alexander H. Mike | Cane Creek | Lee | do | 24 | 35.00 | 297.50 | 180 | 20 | 40 | 1 | 1 | 738 | 2,484 | |
| E. L. Thurman | Coal Creek | Ridge | do | 26 | 30.00 | 255.00 | 176 | 19 | 15 | | | 1,664 | 1,177 | |
| Lula I. Grayson | Coon Creek | Eufaula | do | 35 | 30.00 | 262.50 | 177 | 22 | 22 | | | 2,383 | 2,355 | |
| Evangeline Sims | Cherryville | Lee | do | 19 | 30.00 | 162.00 | 128 | 12 | 17 | 7 | 3 | 508 | 779 | |
| Nancy E. Johnson | Durant | Muskogee | do | 21 | 25.00 | 201.00 | 160 | 14 | 8 | 9 | 7 | 892 | 779 | 3 |
| Sallie Overall | Eufaula | Eufaula | do | 30 | 30.00 | 231.00 | 165 | 7 | 21 | 4 | 6 | 1,931 | 1,694 | |
| Jennie V. McIntosh | Little River | Holdenville | do | 26 | 30.00 | 297.50 | 180 | 28 | 25 | | | 1,931 | 1,694 | |
| J. H. Jones | Marshalltown | Tullahassee | do | 25 | 30.00 | 255.00 | 180 | 24 | 11 | | | 1,885 | 830 | |
| Lucy E. Bailey | New Paradise | Checotah | do | 22 | 30.00 | 255.00 | 180 | 13 | 21 | 2 | 3 | 1,152 | 2,416 | 2 |
| S. E. Marchant | Okmulgee | Okmulgee | do | 26 | 35.00 | 122.50 | 77 | 8 | 9 | 4 | 7 | 348 | 495 | 5 |
| S. E. McIntosh | do | do | do | 23 | 35.00 | 160.00 | 100 | 16 | 16 | 7 | 4 | 1,199 | 1,182 | 6 |
| Viola Mathews | Old Agency | Muskogee | do | 27 | 40.00 | 255.00 | 137 | 27 | 31 | | | 1,639 | 1,445 | |
| William E. Gay | do | do | do | 26 | 35.00 | 80.50 | 41 | 29 | 25 | | | 691 | 639 | |
| J. H. Parker | Salt Creek | Beggs | do | 25 | 30.00 | 272.50 | 180 | 25 | 18 | | | 1,997 | 1,852 | |
| P. B. J. Hudson | do | Gatesville | do | 36 | 35.00 | 112.50 | 76 | 24 | 28 | | | 470 | 608 | |
| S. E. Marchant | Sodom | Muskogee | do | 26 | 35.00 | 175.00 | 108 | 29 | 34 | | | 1,500 | 1,933 | |
| Pearl Armstead | Spring Hill | Catoosa | do | 23 | 25.00 | 245.00 | 177 | 14 | 22 | 1 | | 1,331 | 3,123 | |
| E. D. Harrison | Spring Valley | Choska | do | 25 | 30.00 | 255.00 | 176 | 15 | 24 | 8 | 7 | 1,677 | 2,465 | 4 |
| Laura E. James | Sugar Creek | Ridge | do | 28 | 30.00 | 255.00 | 180 | 14 | 13 | | | 1,346 | 1,508 | |
| B. F. Sykes | Wild Cat | Wild Cat | do | 40 | 30.00 | 247.50 | 171 | 24 | 19 | 17 | 11 | 2,779 | 2,281 | |
| Gertrude E. Burden | Willow Springs | Inola | do | 26 | 35.00 | 297.50 | 172 | 13 | 16 | 2 | 2 | 1,463 | 1,970 | 1 |

| | |
|---|---|
| Enrollment | 1,031 |
| Average attendance | 435 |
| Months of school | 8½ |
| Paid for teachers' salaries | $5,732.25 |
| Average cost of tuition per pupil | $13.15 |
| Average cost of tuition per pupil per month | $1.50 |

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## REPORT OF CHEROKEE SCHOOL SUPERVISOR.

TAHLEQUAH, IND. T., *July 15, 1902.*

SIR: I have the honor to submit my fourth annual report as supervisor of schools for the Cherokee Nation.

A gain over previous years has been made in the number of schools, the proficiency of teachers, and the enrollment of pupils. The national council has been generous in appropriations; the chief and other officials, along with the school board, have labored to promote Cherokee educational interests. I think they evince more personal and tribal pride in their schools than in any other one feature of their national life. They accept any reasonable suggestions looking to their improvement.

For three years the gain has been constant, as will be shown in this report. In pursuance of your instructions, I have spent as much time as could be spared from office duties in the visitation of schools, encouraging teachers, pupils, and neighborhoods. Some of the visits have been very timely and necessary. In the aggregate much good has been accomplished by these studies in the field.

For two days past I have been in session with the national school board, considering the various schools and neighborhoods. We have agreed to discontinue certain schools on account of small attendance and lack of interest, and have agreed upon the establishment of an equal number of schools in other localities. Many petitions for new schools are on file in the board's office. No school is discontinued that makes an average attendance of 15 in the fall term and 18 in the spring term; and no school is established unless the neighborhood provide a suitable house with proper furnishings.

I have urged the Cherokee board to visit schools. They have devoted much time to this useful work, encouraging teachers and pupils, while promoting educational interests in the neighborhoods. The Cherokee Nation is divided into three educational districts, each one of which is under the immediate charge of a member of the school board. They each have 45 schools to visit; they study the condition and need of the neighborhoods, the capabilities and fitness of teachers, and secure such information as will aid in determining how to wisely locate the various teachers when appointments are made. Two members of the board visited all of their schools during the spring term; the other one failed to reach a few schools on account of high waters and pressure of office work.

### PRIMARY SCHOOLS.

More and better work than heretofore has been done in the neighborhood schools. Good results of last year's normal training are in evidence. Better teaching, better attendance of pupils, better interest in education may be noted. Eleven new schools were established last term. There are at present 140. Schools were in session a fall term of three months, with an enrollment of 4,227 and an average monthly attendance of 2,641. The spring term continued four months, with an enrollment of 4,948 and an average monthly attendance of 2,794. The aggregate monthly enrollment for the year of seven months was 4,639; the average attendance for the same was 2,728, or 58.8 per cent of enrollment.

The cost of these schools was $37,205, or $1.95 per pupil per month. Teachers are paid a uniform salary of $35 per month. The steady gain in the primary schools is shown partly by the enrollment of the spring term, which in 1900 was 3,920; in 1901, 4,153; and in 1902, 4,948—a gain in two years of 1,028. The per cent of attendance this year was slightly better than in any previous year.

Of the primary schools, 15 are for colored pupils, and attended by negroes only; 28 are attended by full-blood Cherokee-speaking pupils, in neighborhoods where very little English is known or used in the homes. Some full bloods attend various other schools. English-speaking mixed bloods constitute the balance of the enrollment. Adding the attendance of high schools and primary schools, there were last year in Cherokee schools 5,692 pupils, or more than 62 per cent of the population from 6 to 20 years of age.

### HIGH SCHOOLS.

The four high schools of the nation were each in session nine months the past year, with an aggregate enrollment of 744, a gain over last year of about 58, and an average attendance of 525, a gain of 71 over last year. The aggregate cost was $60,849.78, an excess over last year of $11,407.78. The increased expense was caused mainly by larger average attendance and by higher prices of all necessities, which resulted from the prevailing drought of the year. A noticeable item is the collection for board at these institutions, which was $11,934.85 for the year. This amount has been placed to the credit of the school fund. I ask your attention to the gain in number of pupils doing high-school work. Last year I reported 119, of whom 12 were gradu-

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ated. I am now able to report 197, of whom 18 were graduated. This is the largest number ever graduated in one year from the Cherokee high schools. I can not learn that these schools were ever in better condition than at this time. I may add there are 244 pupils in the fifth and sixth years' work. I am sure the preparatory work was never so well done as last year.

### IMPROVEMENTS.

Last council appropriated funds to buy some chemical and physical apparatus for both the male and female seminaries. This apparatus has been secured, and their use will aid in teaching these subjects. Each school carries a $50 subscription list of newspapers and magazines, which are used in current topics. One thousand dollars were given for repairs and purchase of furniture at the female seminary, $500 for repairs at the male seminary, and $2,350 for repairs at the orphan asylum. Contractors are now making necessary repairs, and when the schools open in September the buildings will be much recovered from wear and hard service.

### THE SUMMER NORMAL.

From June 4 to July 2 was held, in two sections, our third summer school for teachers. The division for Cherokees at the female seminary enrolled 167, and was taught by a very able and experienced corps of instructors. The division of 23 colored teachers, held at the national capitol, was in every way very successful.

No feature of the work since I came has been more helpful, encouraging, and directly useful in promoting a proper educational spirit in this country than this month's service with 190 teachers, mostly Cherokee citizens, gathered from every neighborhood and from representative families of the nation. Their influence will reach thousands of the Cherokee children. The importance of this is indicated by the fact shown by official reports that the Cherokee children of school age are more than those of the other four civilized tribes combined, excluding negroes.

The most excellent and highly satisfactory work of this year could not have been done without the preparation given by the two previous normals. In addition to instruction in the art of teaching primary work and common-school branches, we gave algebra, physiology, civil government, and physics.

A class of 40, all of whom were graduates of some institution, or holders of a last year's first-grade certificate, took the work leading to a Class A, first grade, two years' certificate. Twenty-five were successful. Thirty-three secured first-grade Class B certificates. These certificates were attested by myself and countersigned by you, and thus made valid in all the territory of your jurisdiction. One hundred and forty of the 148 who took the examinations received certificates. Of those who passed 121 were citizens and 19 were noncitizens. Of the 23 enrolled at the colored section 14 were citizens and 9 noncitizens. Twenty-two received certificates. The surprise at both sections was the large per cent of those examined who were able to pass, and generally with good grades. However, the grades were earned and the tests given were fair and impartial. The commendable results grew out of the methods, the spirit, and hard work of the normal. The promptness and regularity of attendance, the interest, the faithful study, the earnestness of purpose shown throughout the month, and the generally satisfactory results secured, I have not seen surpassed. Everybody cooperated. Your timely suggestions and assistance, and the labors of your Professor and Mrs. Carter materially contributed to best results. Eight of our teachers were excused to attend other normals. Most of them took summer work at the University of Chicago, to better fit them to teach in our high schools.

In addition to the month's training and review of studies, a very satisfactory result was the securing of enough teachers for all of our schools; not a school was left for a supply teacher. Those depending upon favoritism, political pull, or personal influence were not appointed for next year, and are not upon the list of eligibles. The moral educational effect of this fact is very important, as it turns the attention of teachers to merit, hard work, and successful teaching as their guaranty of future employment. It eliminates the most unhappy blight hitherto known to Cherokee schools.

### ITEMS OF GAINS.

Increase in—

| | |
|---|---|
| Number of pupils doing high-school work | 78 |
| Number enrolled in high schools | 58 |
| Number of graduates | 6 |
| Number enrolled in the normal | 17 |
| Number of pupils in primary schools | 795 |
| Average attendance | 433 |
| Enrollment in all schools | 853 |

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A reduction from $2.09 to $1.95 in the cost per pupil per month in the primary schools. All teachers selected upon merit by impartial tests, and better qualified than heretofore. A good working understanding between the school board and myself.

Three years ago the average attendance at the male seminary was 78; last year it was 154.5. In the same time the average attendance at the female seminary increased from 105 to 179; at the orphan asylum from 110 to 150; and at the colored high school from 20 to 41.6.

There has been a saving of 30 per cent in the per capita cost to the nation of attending pupils, and a decided gain in the efficiency of the educational work done.

### CHEROKEE WARRANTS.

I have continued to register and indorse warrants issued by the nation against the school fund, the orphan fund, and the insane fund. In every instance I have looked up the warrant as to its legality, provision for its payment by appropriation, and the value rendered the nation, whether in service or merchandise, as determined by current market values. All requisitions upon which warrants are based, with laws and acts of council pertaining thereto, have been submitted to me, with the warrants drawn under authority thereof. Aggregate amount of appropriations for which warrants may be drawn during the current year against these three funds is $106,625.15. My duty in connection with these expenditures involves a very considerable amount of painstaking labor, but it is an added safeguard to the funds, and guaranty of proper disbursements.

### FINANCIAL.

An act of the Cherokee council appropriating funds for the support of schools the current year was approved by the principal chief December 6, 1901, and by the President January 24, 1902. It carried the following sums:

| | |
|---|---|
| 140 primary teachers | $34,300.00 |
| Male seminary, all purposes | 17,525.00 |
| Female seminary, all purposes | 21,615.00 |
| Colored high school, all purposes | 3,877.15 |
| School books for primary school | 2,650.00 |
| Medical superintendent at seminaries | 983.00 |
| Support of blind at blind school at Fort Gibson | 300.00 |
| Salaries and expenses of school board | 2,600.00 |
| Orphan asylum, for furniture | 1,000.00 |
| Orphan asylum, for repairs | 2,350.00 |
| Orphan asylum, other expenses | 16,200.00 |
| Insane asylum, all expenses | 3,275.00 |
| Total charges against the school fund | 83,800.15 |
| Total charges against the orphan fund | 19,550.00 |
| Total charges against the insane fund | 3,275.00 |

I append tables showing attendance, instructors, and cost of each of the schools of the nation.

### MALE SEMINARY.

| Employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| L. M. Logan | Principal teacher | White | 49 | $100.00 | $900.00 | 9 |
| R. L. Mitchell | First assistant teacher | Cherokee | 28 | 75.00 | 675.00 | 9 |
| E. V. Allen | Second assistant teacher | White | | 50.00 | 200.00 | 4 |
| S. J. Bross | do | do | | 50.00 | 250.00 | 5 |
| W. P. Thorne | Third assistant teacher | Cherokee | 28 | 50.00 | 450.00 | 9 |
| R. R. Eubanks | Fourth assistant teacher | do | 23 | 50.00 | 450.00 | 9 |
| Mrs. L. M. Logan | Fifth assistant teacher | White | 39 | 50.00 | 450.00 | 9 |
| J. R. Garrett | Steward | Cherokee | 46 | 41.66 | 500.00 | 12 |
| Dr. C. M. Ross | Medical superintendent | do | 29 | 38.75 | 465.00 | 12 |

| | |
|---|---|
| Number of pupils enrolled | 239 |
| Average attendance | 154½ |
| Total salaries paid | $4,340.00 |
| Total other expenses | $12,550.00 |
| Annual cost per pupil | $109.32 |
| Cost per pupil per month | $12.15 |

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FEMALE SEMINARY.

| Employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| Etta J. Rider | Principal teacher | White | | $100.00 | $900.00 | 9 |
| Mrs. Mae Shelton | First assistant teacher | Cherokee | 32 | 75.00 | 300.00 | 4 |
| Lillian Alexander | do | do | 22 | 75.00 | 375.00 | 5 |
| Minta Foreman | Second assistant teacher | do | 24 | 50.00 | 450.00 | 9 |
| Flora Lindsey | Third assistant teacher | do | | 50.00 | 450.00 | 9 |
| Maymie Starr | Fourth assistant teacher | do | | 50.00 | 75.00 | 1½ |
| Eldee Starr | do | do | | 50.00 | 375.00 | 7½ |
| Mineola Ward | Fifth assistant teacher | do | | 50.00 | 450.00 | 9 |
| Josie Duncan | Matron | do | | 50.00 | 250.00 | 5 |
| Minnie Beuge | do | do | | 50.00 | 250.00 | 5 |
| E. W. Buffington | Steward | do | 47 | 41.66 | 500.00 | 12 |
| Dr. C. M. Ross | Medical superintendent | do | 29 | 38.75 | 465.00 | 12 |

| | |
|---|---|
| Number of pupils enrolled | 263 |
| Average attendance | 179 |
| Total salaries paid | $4,840.00 |
| Total other expenses | 14,340.00 |
| Annual cost per pupil | $107.15 |
| Cost per pupil per month | $11.91 |

ORPHAN ASYLUM.

| Employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| J. F. Thompson | Superintendent | Cherokee | 61 | $50.00 | $300.00 | 6 |
| J. H. Dannenberg | do | do | | 50.00 | 300.00 | 6 |
| E. C. Alberty | Principal teacher | do | 35 | 80.00 | 720.00 | 9 |
| R. Bruce Garrett | First assistant teacher | do | | 60.00 | 540.00 | 9 |
| Mary Gulager | Second assistant teacher | do | | 45.00 | 270.00 | 6 |
| Carrie Mayes | do | do | | 45.00 | 135.00 | 3 |
| Eugenia Thompson | Third assistant teacher | do | 38 | 45.00 | 405.00 | 9 |
| Martha L. Morgan | Fourth assistant teacher | do | | 45.00 | 405.00 | 9 |
| Cherrie Edmonson | Music teacher | do | 21 | 50.00 | 450.00 | 9 |
| J. A. Patton | Medical superintendent | do | 29 | 50.00 | 300.00 | 6 |
| Walter Smith | do | do | | 50.00 | 300.00 | 6 |

| | |
|---|---|
| Number of pupils enrolled | 180 |
| Average attendance | 150 |
| Total salaries paid | $4,125.50 |
| Total other expenses | $16,277.13 |
| Annual cost per pupil | $136.01 |
| Cost per pupil per month | $15.11 |

COLORED HIGH SCHOOL.

| Employee. | Position. | Race. | Age. | Salary per month. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| H. H. Bryant | Teacher | Colored | | $50.00 | $450.00 | 9 |
| George F. Nave | Steward | do | 30 | 25.00 | 150.00 | 6 |
| Ned Mackey | do | do | | 25.00 | 150.00 | 6 |
| C. M. Ross | Medical superintendent | Cherokee | 29 | 41.66 | 333.34 | 8 |
| Otto Rodgers | do | do | 26 | 41.66 | 166.66 | 4 |

| | |
|---|---|
| Number of pupils enrolled | 62 |
| Average attendance | 41.6 |
| Total salaries paid | $1,250.00 |
| Total other expenses | $3,127.15 |
| Annual cost per pupil | $105.22 |
| Cost per pupil per month | $11.70 |

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| | Male seminary. | Female seminary. | Orphan asylum. | Colored high school. | Total in schools. |
|---|---|---|---|---|---|
| **High school department:** | | | | | |
| Seniors | 8 | 11 | ..... | ..... | 19 |
| Juniors | 7 | 17 | ..... | ..... | 24 |
| Sophomores | 23 | 27 | 4 | ..... | 54 |
| Freshmen | 42 | 35 | 10 | 13 | 100 |
| Number in high-school work | 80 | 90 | 14 | 13 | 197 |
| **Intermediate grades:** | | | | | |
| Sixth grade | 26 | 38 | 18 | 11 | 93 |
| Fifth grade | 54 | 63 | 22 | 12 | 151 |
| Number in intermediate work | 80 | 101 | 40 | 23 | 244 |
| **Primary work:** | | | | | |
| Fourth year | 51 | 40 | 36 | 11 | 138 |
| Third year | 16 | 21 | 20 | 7 | 64 |
| Second year | 9 | 9 | 19 | 8 | 45 |
| First year | 3 | 2 | 51 | ..... | 56 |
| Number in primary work | 79 | 72 | 126 | 26 | 303 |
| Number in each school | 239 | 263 | 180 | 62 | [a] 744 |

[a] Total attendance at the four high schools.

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*Day schools.*

FALL TERM.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days taught. | Enrollment. | | | | Days attendance. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Males. | Females. | Aggregate. | Average attendance. | |
| CANADIAN DISTRICT. | | | | | | | | | | | | |
| Bettie Eiffert | Webbers Falls | Webbers Falls | Cherokee | | $35.00 | $105.00 | 60 | 14 | 19 | 33 | 29 | 1,740 |
| Lulu B Smith | Gerrin | do | do | | 35.00 | 105.00 | 60 | 13 | 14 | 27 | 17 | 1,020 |
| Julia Russell | New Hope | do | White | 21 | 35.00 | 105.00 | 60 | 11 | 12 | 23 | 14 | 840 |
| Fannie Sixkiller | Union Chapel | Muskogee | Cherokee | 22 | 35.00 | 96.25 | 55 | 14 | 7 | 21 | 8 | 440 |
| Lillie Cunningham | Starvilla | Starvilla | do | 22 | 35.00 | 105.00 | 60 | 19 | 24 | 43 | 22 | 1,320 |
| Gussie Sanders | Prairie Gap | Texanna | do | 20 | 35.00 | 105.00 | 60 | 12 | 9 | 21 | 15 | 900 |
| C. C. Brown | Beck | Faun | White | | 35.00 | 105.00 | 60 | 16 | 15 | 31 | 18 | 1,080 |
| Birdie Harris | Ettowa | do | Cherokee | | 35.00 | 52.50 | 30 | 3 | 3 | 6 | 2 | 60 |
| J. H. Plunkett | Texanna | Texanna | White | | 35.00 | 105.00 | 60 | 11 | 11 | 22 | 12 | 720 |
| Mary F. Russell | Bennett | Bennett | do | 35 | 35.00 | 105.00 | 60 | 20 | 15 | 35 | 28 | 1,680 |
| Callie Sevier | McDaniel | Webbers Falls | Cherokee | 22 | 35.00 | 105.00 | 60 | 13 | 13 | 26 | 9 | 540 |
| COOWEESCOOWEE DISTRICT. | | | | | | | | | | | | |
| Mrs. M. J. Browning | Vinita | Vinita | Cherokee | | 35.00 | 105.00 | 60 | 17 | 20 | 37 | 29 | 1,740 |
| Anna E. Lyons | do | do | do | 29 | 35.00 | 105.00 | 60 | 31 | 21 | 52 | 38 | 2,280 |
| Mrs. Lizzie K. Athey | do | do | do | | 35.00 | 105.00 | 60 | 15 | 11 | 26 | 21 | 1,260 |
| Ione Harlin | Chelsea | Chelsea | do | | 35.00 | 105.00 | 60 | 25 | 20 | 45 | 40 | 2,400 |
| Mrs. L. J. Ross | Catale | Catale | do | | 35.00 | 105.00 | 60 | 18 | 8 | 26 | 18 | 1,080 |
| Pearl Drew | West Point | Woodey | do | | 35.00 | 105.00 | 60 | 12 | 18 | 30 | 21 | 1,260 |
| Grace Phillips | Oologah | Oologah | do | | 35.00 | 105.00 | 60 | 28 | 27 | 55 | 45 | 2,700 |
| Susie Phillips | Nowata | Nowata | do | | 35.00 | 105.00 | 60 | 47 | 51 | 98 | 90 | 5,400 |
| Kate Carselowey | Adair | Adair | do | | 35.00 | 105.00 | 60 | 17 | 19 | 36 | 29 | 1,740 |
| N. H. Vaun | Goose Neck | Lenapah | Colored | | 35.00 | 105.00 | 60 | 19 | 30 | 49 | 24 | 1,440 |
| Abbie Wagoner | Lightning Creek | Hayden | do | | 35.00 | 105.00 | 60 | 34 | 32 | 66 | 43 | 2,580 |
| Corrinne Alberty | Brushy Creek | Choteau | do | | 35.00 | 105.00 | 60 | 27 | 28 | 55 | 45 | 2,700 |
| Cherrie Riley | Browning Spring | Pryorcreek | Cherokee | | 35.00 | 105.00 | 60 | 13 | 17 | 30 | 17 | 1,020 |
| Jane Anna Ballard | Pryor Creek | do | do | 26 | 35.00 | 105.00 | 60 | 33 | 27 | 60 | 42 | 2,520 |
| Sevola Mitchell | Tovey | Centralia | do | | 35.00 | 105.00 | 60 | 11 | 16 | 27 | 18 | 1,080 |
| Bessie Scrimshire | Pawpaw | Whiteoak | do | | 35.00 | 105.00 | 60 | 22 | 21 | 37 | 22 | 1,320 |
| Mattie Eaton | Claremore | Claremore | do | | 35.00 | 101.50 | 58 | 10 | 16 | 26 | 16 | 928 |
| Jennie Ross | do | do | do | 20 | 35.00 | 105.00 | 60 | 25 | 16 | 41 | 23 | 1,380 |
| Josephine Howard | Justice | do | do | | 35.00 | 103.25 | 59 | 25 | 14 | 39 | 24 | 1,416 |
| Senora Grey | Sugar Mound | Bartlesville | do | 26 | 35.00 | 96.25 | 55 | 10 | 18 | 28 | 21 | 1,155 |
| Maggie Parks | Payne | Foyil | do | | 35.00 | 105.00 | 60 | 11 | 20 | 31 | 21 | 1,260 |
| Rosa Sanders | Hickory Creek | Lenapah | Colored | | 35.00 | 105.00 | 60 | 24 | 19 | 43 | 31 | 1,860 |

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*Day schools*—Continued.

FALL TERM—Continued.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days taught. | Enrollment. Males. | Females. | Aggregate. | Average attendance. | Days attendance. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DELAWARE DISTRICT. | | | | | | | | | | | | |
| Alice Thornton | Mitchell Springs | Maysville, Ark | Cherokee | | $35.00 | $105.00 | 60 | 13 | 12 | 25 | 17 | 1,020 |
| Steve W. Peck | Pineville | do | do | | 35.00 | 105.00 | 60 | 16 | 14 | 30 | 19 | 1,140 |
| James Ward | Minnehaha | Kansas | do | 41 | 35.00 | 105.00 | 60 | 16 | 12 | 28 | 18 | 1,080 |
| Levi Gritts | Osequah | Eucha | do | 28 | 35.00 | 105.00 | 60 | 10 | 18 | 28 | 16 | 960 |
| Walter Fox | Honey Creek | Grove | do | | 35.00 | 105.00 | 60 | 24 | 28 | 52 | 29 | 1,740 |
| Ellen Gladney | Grove | do | do | | 35.00 | 105.00 | 60 | 20 | 30 | 50 | 38 | 2,280 |
| Lucinda Ballard | Victory | Afton | do | 22 | 35.00 | 105.00 | 60 | 13 | 9 | 22 | 17 | 1,020 |
| Juliette Smith | Eutopia | Big Cabin | do | | 35.00 | 99.75 | 57 | 13 | 18 | 31 | 19 | 1,083 |
| Olevia Mitchell | Blue Jacket | Blue Jacket | do | | 35.00 | 105.00 | 60 | 9 | 19 | 28 | 23 | 1,380 |
| Mrs. Carrie Washbourn | Delaware Town | Eucha | do | | 35.00 | 105.00 | 60 | 12 | 12 | 24 | 19 | 1,140 |
| Mrs. R. D. Blackwell | Moore | Vinita | Colored | | 35.00 | 105.00 | 60 | 21 | 26 | 47 | 26 | 1,560 |
| Henrietta French | Vinita | do | do | | 35.00 | 105.00 | 60 | 37 | 48 | 85 | 64 | 3,840 |
| Lula James | Aurora | Fairland | Cherokee | | 35.00 | 105.00 | 60 | 9 | 12 | 21 | 17 | 1,020 |
| Eugenia Eubanks | Afton | Afton | do | 19 | 35.00 | 105.00 | 60 | 13 | 11 | 24 | 16 | 960 |
| Flossie Carselowey | do | do | do | 20 | 35.00 | 105.00 | 60 | 14 | 10 | 24 | 16 | 960 |
| R. L. Huggins | Ketchum | Ketchum | White | | 35.00 | 105.00 | 60 | 13 | 15 | 28 | 20 | 1,200 |
| Maude Ward | Fairland | Fairland | Cherokee | 21 | 35.00 | 105.00 | 60 | 20 | 28 | 48 | 40 | 2,400 |
| Mallie Randolph | Olympus | Grove | do | | 35.00 | 105.00 | 60 | 21 | 15 | 36 | 24 | 1,440 |
| William Flemming | Hickory Grove | Fairland | White | | 35.00 | 108.25 | 59 | 13 | 18 | 31 | 19 | 1,121 |
| Allen F. Small | Ballard | Echo | do | | 35.00 | 105.00 | 60 | 15 | 17 | 32 | 26 | 1,560 |
| Kate Zimmerman | Carselowey | Vinita | do | | 35.00 | 105.00 | 60 | 14 | 11 | 25 | 13 | 1,780 |
| FLINT DISTRICT. | | | | | | | | | | | | |
| Emma Foreman | Elm Grove | Elm | Cherokee | | 35.00 | 105.00 | 60 | 19 | 23 | 42 | 18 | 1,080 |
| Laura Padden | Rock Springs | Stillwell | do | | 35.00 | 105.00 | 60 | 19 | 19 | 38 | 19 | 1,140 |
| Allie Pack | Bethel | do | do | | 35.00 | 105.00 | 60 | 10 | 13 | 23 | 10 | 600 |
| Hattie Johnson | Dalouagah | do | do | | 35.00 | 61.25 | 35 | 5 | 16 | 21 | 13 | 455 |
| Nellie Silk | Cochran | do | do | 19 | 35.00 | 105.00 | 60 | 17 | 14 | 31 | 15 | 900 |
| Sarah McCoy | Round Spring | Bunch | do | | 35.00 | 105.00 | 60 | 13 | 12 | 25 | 15 | 900 |
| Sarah Fletcher | Chuculate | do | do | | 35.00 | 105.00 | 60 | 13 | 13 | 26 | 18 | 1,080 |
| Bessie E. Rodgers | Rocky Mount | Stillwell | do | | 35.00 | 105.00 | 60 | 18 | 18 | 26 | 13 | 780 |
| Alice Holland | Horn | do | do | | 35.00 | 105.00 | 60 | 21 | 17 | 38 | 22 | 1,320 |
| George A. Cox | Stillwell | do | do | | 35.00 | 105.00 | 60 | 19 | 13 | 32 | 20 | 1,200 |
| William Gott | Walnut Grove | Bunch | do | 61 | 35.00 | 98.00 | 56 | 12 | 12 | 24 | 15 | 840 |

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|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **GOING SNAKE DISTRICT.** | | | | | | | | | | | | |
| Mary Davis | Oak Grove | Tolu, Ark | Cherokee | | 35.00 | 105.00 | 60 | 10 | 16 | 26 | 14 | 840 |
| James Bates | Hern | Westville | White | 71 | 35.00 | 105.00 | 60 | 17 | 21 | 38 | 19 | 1,140 |
| Inez Matherson | Shiloh | Stillwell | Cherokee | | 35.00 | 105.00 | 60 | 15 | 25 | 40 | 30 | 1,800 |
| Nannie Watts | Peavine | Baron | do | 21 | 35.00 | 105.00 | 60 | 12 | 16 | 28 | 17 | 1,020 |
| Bertie Couch | Tom Devine | Westville | do | | 35.00 | 105.00 | 60 | 15 | 16 | 31 | 22 | 1,320 |
| Josie Duncan | Fairfield | Baron | do | | 35.00 | 105.00 | 60 | 9 | 12 | 21 | 8 | 480 |
| George W. Smith | Stony Point | Stillwell | do | 23 | 35.00 | 105.00 | 60 | 14 | 17 | 31 | 16 | 960 |
| W. W. Whitmire | Mulberry | Baron | do | 25 | 35.00 | 105.00 | 60 | 11 | 12 | 23 | 13 | 780 |
| Nora Holt | Baptist | Baptist | White | 29 | 35.00 | 105.00 | 60 | 25 | 13 | 38 | 19 | 1,140 |
| James M. Crutchfield | Kansas | Kansas | Cherokee | | 35.00 | 105.00 | 60 | 14 | 11 | 25 | 17 | 1,020 |
| Mary Wolfe | Tyners Valley | Westville | do | 23 | 35.00 | 105.00 | 60 | 19 | 7 | 26 | 11 | 660 |
| Gean Finley | Taylor | Chance | do | 29 | 35.00 | 105.00 | 60 | 15 | 23 | 38 | 22 | 1,320 |
| George Meeker | Green | Westville | do | 24 | 35.00 | 105.00 | 60 | 11 | 11 | 22 | 16 | 960 |
| Della James | Ballard Creek | Baptist | do | 25 | 35.00 | 105.00 | 60 | 11 | 17 | 28 | 20 | 1,200 |
| Daisy Harris | Whitmire | Baron | do | | 35.00 | 78.75 | 45 | 13 | 11 | 24 | 15 | 675 |
| **ILLINOIS DISTRICT.** | | | | | | | | | | | | |
| Bessie B. Howard | Three Rivers | Fort Gibson | Cherokee | 18 | 35.00 | 105.00 | 60 | 15 | 10 | 25 | 14 | 840 |
| Flora Thornton | Fort Gibson | do | do | 41 | 35.00 | 105.00 | 60 | 21 | 14 | 35 | 21 | 1,260 |
| W. H. Fields | do | do | Colored | | 35.00 | 105.00 | 60 | 24 | 41 | 65 | 34 | 2,040 |
| Charles W. Willey | Manard | Manard | Cherokee | | 35.00 | 105.00 | 60 | 32 | 19 | 41 | 24 | 1,440 |
| Harriet Skates | Watie | Fort Gibson | Colored | | 35.00 | 105.00 | 60 | 18 | 18 | 36 | 29 | 1,740 |
| Emma Ingram | Braggs | Braggs | Cherokee | | 35.00 | 105.00 | 60 | 19 | 14 | 33 | 32 | 1,320 |
| Anne E. Chase | Greenleaf | do | Colored | | 35.00 | 105.00 | 60 | 17 | 25 | 42 | 33 | 1,980 |
| Anna E. Sevier | Campbell | Campbell | Cherokee | 20 | 35.00 | 103.25 | 59 | 11 | 11 | 22 | 19 | 531 |
| Piercie Foreman | Terrell | Vian | do | 22 | 35.00 | 105.00 | 60 | 7 | 9 | 16 | 11 | 660 |
| Joanna Duncan | Vian | do | do | 41 | 35.00 | 105.00 | 60 | 25 | 26 | 51 | 24 | 1,440 |
| Lulu E. Vann | Sand Town | do | Colored | | 35.00 | 105.00 | 60 | 17 | 25 | 42 | 29 | 1,380 |
| Jennie Barns | McKey | McKey | Cherokee | | 35.00 | 105.00 | 60 | 17 | 13 | 30 | 21 | 1,260 |
| Henry W. Moore | Young | do | do | | 35.00 | 105.00 | 60 | 13 | 7 | 20 | 10 | 600 |
| Mary Hubbard | Garfield | Garfield | do | | 35.00 | 105.00 | 60 | 13 | 14 | 27 | 10 | 600 |
| T. C. Pyle | White Oak | Cookson | White | 46 | 35.00 | 105.00 | 60 | 14 | 19 | 33 | 21 | 1,260 |
| **SALINE DISTRICT.** | | | | | | | | | | | | |
| Ella Mae Covel | Water Mill | Spavinaw | Cherokee | 22 | 35.00 | 105.00 | 60 | 12 | 10 | 22 | 11 | 660 |
| Avery Vann | Lynches Prairie | Chaffee | Colored | | 35.00 | 105.00 | 60 | 39 | 32 | 71 | 35 | 2,100 |
| Florence Ross | Oceola | Locustgrove | Cherokee | 21 | 35.00 | 105.00 | 60 | 16 | 6 | 22 | 15 | 900 |
| Arthur Sanders | Cedar Bluff | do | do | 21 | 35.00 | 105.00 | 60 | 10 | 11 | 21 | 11 | 660 |
| Emma Berry | Arcadia | Rose | do | | 35.00 | 105.00 | 60 | 18 | 14 | 32 | 8 | 480 |
| Callie Ridge | Rowe | do | do | | 35.00 | 105.00 | 60 | 11 | 15 | 27 | 15 | 900 |
| Eli Touey | Wycliffe | do | do | 22 | 35.00 | 105.00 | 60 | 10 | 8 | 18 | 11 | 660 |
| Laura Patrick | Elm | Elm | do | | 35.00 | 105.00 | 60 | 30 | 17 | 47 | 21 | 1,260 |
| **SEQUOYAH DISTRICT.** | | | | | | | | | | | | |
| Mrs. W. S. Scott | Muldrow | Muldrow | Cherokee | | 35.00 | 105.00 | 60 | 29 | 18 | 47 | 31 | 1,860 |
| Emma Winfield | Red Land | Redland | Colored | | 35.00 | 105.00 | 60 | 15 | 12 | 27 | 19 | 1,140 |
| John Rodgers | Hanson | Hanson | Cherokee | 40 | 35.00 | 105.00 | 60 | 16 | 16 | 32 | 17 | 1,020 |

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*Day schools*—Continued.

FALL TERM—Continued.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days taught. | Enrollment. Males. | Females. | Aggregate. | Average attendance. | Days attendance. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SEQUOYAH DISTRICT—continued. | | | | | | | | | | | | |
| Nannie Taylor | Roastingear | Uniontown, Ark | Cherokee | 20 | $35.00 | $105.00 | 60 | 3 | 13 | 16 | 11 | 660 |
| None Adair | Adair | Adair | do | 24 | 35.00 | 105.00 | 60 | 17 | 15 | 32 | 15 | 900 |
| Alma Nash | Advance | Muldrow | do | | 35.00 | 105.00 | 60 | 6 | 10 | 16 | 14 | 840 |
| M. J. Swimmer | Belfonte | Long | do | | 35.00 | 105.00 | 60 | 14 | 17 | 31 | 21 | 1,260 |
| Daisy D. Starr | Sweet Town | Salisaw | do | | 35.00 | 105.00 | 60 | 11 | 10 | 21 | 8 | 480 |
| TAHLEQUAH DISTRICT. | | | | | | | | | | | | |
| Mollie Adair | Eureka | Eureka | Cherokee | | 35.00 | 105.00 | 60 | 20 | 15 | 35 | 18 | 1,080 |
| Belle Cunningham | Blue Springs | Gideon | do | 21 | 35.00 | 105.00 | 60 | 10 | 11 | 21 | 11 | 660 |
| Bertha Morgan | Swimmer | do | do | | 35.00 | 105.00 | 60 | 4 | 10 | 14 | 13 | 780 |
| Bessie Wyly | North Tahlequah | Tahlequah | do | | 35.00 | 105.00 | 60 | 31 | 15 | 46 | 27 | 1,620 |
| Emma Finley | East Tahlequah | do | do | | 35.00 | 38.50 | 22 | 7 | 12 | 19 | 9 | 198 |
| Frances V. Ross | Ball Hill | do | do | | 35.00 | 105.00 | 60 | 18 | 12 | 30 | 15 | 900 |
| Columbia R. Gourd | Bug Tucker | Moody | do | | 35.00 | 105.00 | 60 | 13 | 5 | 18 | 17 | 420 |
| Bessie Triplett | Double Springs | Tahlequah | do | | 35.00 | 105.00 | 60 | 13 | 12 | 25 | 15 | 900 |
| Letitia Wilson | Grand View | do | do | | 35.00 | 105.00 | 60 | 13 | 8 | 21 | 13 | 780 |
| Nannie Hatfield | Hart | Moody | do | | 35.00 | 105.00 | 60 | 9 | 9 | 18 | 10 | 600 |
| Roseanna Harnage | Crittenden | Crittenden | do | 20 | 35.00 | 105.00 | 60 | 13 | 19 | 32 | 17 | 1,020 |
| J. H. Covel | Union | Tahlequah | do | | 35.00 | 64.75 | 37 | 16 | 20 | 36 | 20 | 740 |
| W. H. Balentine, jr | Caney | Welling | do | | 35.00 | 61.25 | 35 | 15 | 3 | 18 | 7 | 245 |
| Mrs. Fanny Lowery | Tahlequah | Tahlequah | Colored | | 35.00 | 105.00 | 60 | 16 | 27 | 43 | 31 | 1,860 |
| B. D. Andrews | Four-mile Branch | do | do | | 35.00 | 92.75 | 58 | 26 | 20 | 46 | 21 | 1,113 |
| W. H. Balentine, sr | Parkhill | Parkhill | Cherokee | | 35.00 | 61.25 | 35 | 8 | 9 | 17 | 12 | 420 |
| Minnie Benge | Downing | Peggs | do | | 35.00 | 105.00 | 60 | 20 | 23 | 43 | 23 | 1,380 |
| Lovey Davis | Flint Ridge | Melvin | Colored | | 35.00 | 105.00 | 60 | 15 | 16 | 31 | 20 | 1,200 |

SPRING TERM.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days taught. | Enrollment. Males. | Females. | Aggregate. | Average attendance. | Days attendance. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CANADIAN DISTRICT. | | | | | | | | | | | | |
| Hattie Starr | New Hope | Webbers Falls | Cherokee | | $35.00 | $140.00 | 80 | 19 | 21 | 40 | 18 | 1,440 |
| Lizzie Stegall | Starvilla | Starvilla | do | | 35.00 | 70.00 | 40 | 12 | 17 | 29 | 16 | 640 |
| Mary Hubbard | Prairie Gap | Texanna | do | | 35.00 | 140.00 | 80 | 15 | 10 | 25 | 12 | 960 |
| John H. Plunkett | Texanna | do | White | | 35.00 | 140.00 | 80 | 26 | 18 | 44 | 18 | 1,440 |

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| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Mary F. Russell | Bennett | Bennett | do | 35 | 35.00 | 136.50 | 78 | 26 | 25 | 51 | 24 | 1,872 |
| Callie Sevier | McDaniel | Webbers Falls | Cherokee | 22 | 35.00 | 140.00 | 80 | 8 | 10 | 18 | 8 | 640 |
| C. C. Brown | Beck | Faun | White | | 35.00 | 134.75 | 77 | 18 | 23 | 41 | 17 | 1,309 |
| Julia Russell | Brushy Mount | Texanna | do | 21 | 35.00 | 140.00 | 80 | 15 | 21 | 36 | 21 | 1,680 |
| A. L. Grisham | Gerrin | Webbers Falls | do | | 35.00 | 140.00 | 80 | 17 | 17 | 34 | 19 | 1,520 |
| Mrs. Mae Shelton | Webbers Falls | do | Cherokee | 32 | 35.00 | 140.00 | 80 | 15 | 22 | 37 | 27 | 2,160 |
| Jennie Glass | Union Chapel | Muskogee | do | 20 | 35.00 | 140.00 | 80 | 17 | 15 | 32 | 15 | 1,200 |
| Ollie Griffin | Briartown | Briartown | do | 20 | 35.00 | 131.25 | 75 | 18 | 26 | 44 | 25 | 1,875 |
| COOWEESCOOWEE DISTRICT. | | | | | | | | | | | | |
| Mrs. M. J. Browning | Vinita | Vinita | Cherokee | | 35.00 | 140.00 | 80 | 14 | 20 | 34 | 24 | 1,920 |
| Mrs. Lizzie K. Athey | do | do | do | | 35.00 | 140.00 | 80 | 13 | 13 | 26 | 19 | 1,520 |
| Anna E. Lyons | do | do | do | 29 | 35.00 | 140.00 | 80 | 25 | 22 | 47 | 31 | 2,480 |
| Maggie Parks | Chelsea | Chelsea | do | 30 | 35.00 | 140.00 | 80 | 21 | 26 | 47 | 33 | 2,640 |
| L. J. Ross | Catale | Catale | do | | 35.00 | 140.00 | 80 | 14 | 12 | 26 | 18 | 1,440 |
| K. Pearl Drew | West Point | Woodly | do | | 35.00 | 140.00 | 80 | 16 | 23 | 39 | 18 | 1,440 |
| Grace Philips | Oologah | Oologah | do | | 35.00 | 140.00 | 80 | 32 | 36 | 68 | 48 | 3,840 |
| Susia Philips | Nowata | Nowata | do | | 35.00 | 140.00 | 80 | 25 | 22 | 47 | 36 | 2,880 |
| Sevola Mitchell | Tovey | Centralia | do | | 35.00 | 140.00 | 80 | 10 | 11 | 21 | 16 | 1,280 |
| Olevia Mitchell | Pawpaw | Whiteoak | do | | 35.00 | 140.00 | 80 | 20 | 18 | 38 | 16 | 1,280 |
| Jennie F. Ross | Claremore | Claremore | do | 20 | 35.00 | 140.00 | 80 | 25 | 16 | 41 | 23 | 1,840 |
| Bessie Scrimeshire | do | do | do | | 35.00 | 138.25 | 79 | 18 | 8 | 26 | 17 | 1,343 |
| Jennie Barnes | Justice | do | do | | 35.00 | 140.00 | 80 | 28 | 11 | 39 | 25 | 2,000 |
| Eli Toney | Sugar Mound | Bartlesville | do | | 35.00 | 140.00 | 80 | 11 | 18 | 29 | 17 | 1,360 |
| George Vincent | Payne | Foyil | do | | 35.00 | 140.00 | 80 | 13 | 19 | 32 | 20 | 1,600 |
| J. A. Hensley | Whiteoak | Whiteoak | White | | 35.00 | 138.25 | 79 | 30 | 32 | 62 | 41 | 2,239 |
| Lulu James | Collinsville | Collinsville | Cherokee | | 35.00 | 140.00 | 80 | 24 | 23 | 47 | 40 | 3,200 |
| Robert Fields | Rogers | Kinnison | do | 25 | 35.00 | 140.00 | 80 | 18 | 15 | 33 | 19 | 1,520 |
| W. H. Vann | Goose Neck | Lenapah | Colored | | 35.00 | 129.50 | 74 | 23 | 17 | 40 | 38 | 2,712 |
| Corinne Alberty | Hickory Creek | do | do | | 35.00 | 140.00 | 80 | 28 | 38 | 66 | 51 | 4,080 |
| Abbie Wagoner | Lightning Creek | Hayden | do | | 35.00 | 140.00 | 80 | 29 | 32 | 61 | 35 | 2,800 |
| Emma Winfield | Brushy Creek | Choteau | do | | 35.00 | 140.00 | 80 | 18 | 30 | 48 | 37 | 2,960 |
| Callie Burns | Nowata | Nowata | Cherokee | | 35.00 | 140.00 | 80 | 24 | 22 | 46 | 36 | 2,880 |
| Emma Scott | Adair | Adair | do | | 35.00 | 140.00 | 80 | 20 | 22 | 42 | 28 | 2,240 |
| Joanna Duncan | Browning Springs | Pryor Creek | do | 41 | 35.00 | 140.00 | 80 | 18 | 11 | 29 | 20 | 1,600 |
| Janeanna Ballard | Pryor Creek | do | do | 26 | 35.00 | 140.00 | 80 | 32 | 33 | 65 | 45 | 3,600 |
| DELAWARE DISTRICT. | | | | | | | | | | | | |
| Alice Thornton | Mitchell Springs | Maysville, Ark | Cherokee | | 35.00 | 120.75 | 69 | 13 | 10 | 23 | 14 | 966 |
| Steve W. Peek | Pineville | do | do | | 35.00 | 140.00 | 80 | 14 | 17 | 31 | 26 | 2,080 |
| Shorey W. Ross | Minnehaha | Kansas | do | | 35.00 | 140.00 | 80 | 14 | 12 | 26 | 14 | 1,120 |
| Mary Smith | Osequah | Eucha | do | 20 | 35.00 | 140.00 | 80 | 10 | 14 | 24 | 13 | 1,040 |
| Sadie B. Sanders | Honey Creek | Grove | do | | 35.00 | 140.00 | 80 | | | 41 | 24 | 1,920 |
| Mrs. A. L. Ballard | Grove | do | do | | 35.00 | 70.00 | 40 | 20 | 20 | 40 | 30 | 1,200 |
| Lucinda Ballard | Victory | Afton | do | 22 | 35.00 | 140.00 | 80 | 11 | 9 | 20 | 17 | 1,360 |
| Juliette Smith | Eutopia | Big Cabin | do | | 35.00 | 131.25 | 75 | 12 | 15 | 27 | 13 | 975 |
| Gean Finley | Bluejacket | Bluejacket | do | 29 | 35.00 | 140.00 | 80 | 11 | 21 | 32 | 26 | 2,080 |
| Mrs. Minnie Henry | Delaware Town | Eucha | do | | 35.00 | 140.00 | 80 | 13 | 12 | 25 | 19 | 1,520 |
| S. W. Woodall | Aurora | Fairland | do | 28 | 35.00 | 140.00 | 80 | 11 | 16 | 27 | 19 | 1,520 |
| Eugenia Eubanks | Afton | Afton | do | | 35.00 | 140.00 | 80 | 12 | 12 | 24 | 12 | 960 |

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*Day schools*—Continued.

SPRING TERM—Continued.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days taught. | Enrollment. | | | | Days attendance. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Males. | Females. | Aggregate. | Average attendance. | |
| DELAWARE DISTRICT—continued. | | | | | | | | | | | | |
| Senora Grey | Afton | Afton | Cherokee | | $35.00 | $140.00 | 80 | 12 | 12 | 24 | 12 | 960 |
| R. L. Higgins | Ketchum | Ketchum | White | | 35.00 | 96.25 | 55 | 10 | 19 | 29 | 20 | 1,100 |
| Maude Ward | Fairland | Fairland | Cherokee | 21 | 35.00 | 140.00 | 80 | 19 | 26 | 45 | 36 | 2,880 |
| Sophronia Fields | Olympus | Grove | do | | 35.00 | 140.00 | 80 | 17 | 16 | 33 | 22 | 1,760 |
| J. W. Chandler | Hickory Grove | Fairland | do | 46 | 35.00 | 140.00 | 80 | 20 | 23 | 43 | 23 | 1,840 |
| Josephine Howard | Ballard | Echo | do | 22 | 35.00 | 70.00 | 40 | 16 | 12 | 28 | 13 | 1,520 |
| Levi Gritts | Mose Ridge | | do | 28 | 35.00 | 140.00 | 80 | 24 | 16 | 40 | 22 | 1,760 |
| Kate Zimmerman | Long View | Big Cabin | White | | 35.00 | 105.00 | 60 | 12 | 11 | 23 | 16 | 960 |
| Mrs. R. D. Blackwell | Moore | Vinita | Colored | | 35.00 | 140.00 | 80 | 19 | 23 | 42 | 22 | 1,760 |
| Henrietta French | Vinita | do | do | | 35.00 | 140.00 | 80 | 11 | 24 | 25 | 32 | 2,640 |
| FLINT DISTRICT. | | | | | | | | | | | | |
| J. P. Evans | Elm Grove | Elm | Cherokee | | 35.00 | 127.75 | 73 | 14 | 13 | 27 | 10 | 730 |
| Emma Foreman | Rock Springs | Stillwell | do | | 35.00 | 112.00 | 64 | | | 28 | 9 | 576 |
| C. L. Fletcher | Bethel | do | do | | 35.00 | 140.00 | 80 | 16 | 18 | 34 | 10 | 800 |
| Fanny Johnstone | Dalonagah | do | do | | 35.00 | 140.00 | 80 | 11 | 16 | 27 | 11 | 880 |
| Narcissa Taylor | Cochran | do | do | 24 | 35.00 | 140.00 | 80 | 19 | 31 | 40 | 26 | 1,880 |
| George McLemore | Round Springs | Bunch | do | | 35.00 | 140.00 | 80 | 12 | 15 | 27 | 19 | 1,520 |
| Sarah Fletcher | Chuculate | do | do | | 35.00 | 140.00 | 80 | 13 | 12 | 25 | 17 | 1,360 |
| Mrs. Lizzie Lynch | Rocky Mount | Stillwell | do | | 35.00 | 140.00 | 80 | 10 | 15 | 25 | 16 | 1,280 |
| W. H. Balentine | Horn | do | do | | 35.00 | 140.00 | 80 | 10 | 11 | 21 | 12 | 960 |
| Felix N. Holland | Stillwell | do | do | 21 | 35.00 | 140.00 | 80 | 17 | 11 | 28 | 20 | 1,600 |
| William Gott | Walnut Grove | do | do | 61 | 35.00 | 140.00 | 80 | 18 | 16 | 34 | 16 | 1,280 |
| Nellie Silk | Clear Spring | Bunch | do | 19 | 35.00 | 140.00 | 80 | 13 | 17 | 30 | 27 | 2,160 |
| GOING SNAKE DISTRICT. | | | | | | | | | | | | |
| Fannie Sixkiller | Oak Grove | Tolu, Ark | Cherokee | 22 | 35.00 | 140.00 | 80 | 6 | 15 | 21 | 14 | 1,120 |
| J. F. Bates | Hern | Westville | White | 71 | 35.00 | 140.00 | 80 | 21 | 19 | 40 | 14 | 1,120 |
| Mrs. Pearl Baggette | Shiloh | Stillwell | Cherokee | | 35.00 | 136.50 | 78 | 8 | 13 | 21 | 10 | 780 |
| Mary Wolfe | Peavine | Baron | do | 23 | 35.00 | 140.00 | 80 | 16 | 18 | 34 | 18 | 1,440 |
| Alice Holland | Devine | Westville | do | | 35.00 | 140.00 | 80 | 12 | 19 | 31 | 20 | 1,600 |
| Daisy D. Starr | Fairfield | Baron | do | | 35.00 | 140.00 | 80 | 9 | 14 | 23 | 13 | 1,040 |
| George W. Smith | Stony Point | Stillwell | do | 23 | 35.00 | 140.00 | 80 | 19 | 20 | 39 | 20 | 1,600 |
| L. S. Sanders | Mulberry | Baron | do | | 35.00 | 140.00 | 80 | 15 | 18 | 33 | 16 | 1,280 |
| Nora Holt | Baptist | Baptist | White | 29 | 35.00 | 133.00 | 76 | 23 | 25 | 48 | 22 | 1,672 |

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| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Frances Ross | Tyners Valley | Westville | Cherokee | 22 | 35.00 | 134.75 | 77 | 22 | 13 | 35 | 14 | 1,078 |
| James Ward | Tayloe | Chance | do | 41 | 35.00 | 140.00 | 80 | 14 | 18 | 32 | 13 | 1,040 |
| Bettie Still | Green | Westville | do | 25 | 35.00 | 140.00 | 80 | 15 | 11 | 26 | 12 | 960 |
| Della James | Ballard Creek | Baptist | do | 25 | 35.00 | 140.00 | 80 | 15 | 13 | 28 | 16 | 1,280 |
| Etta Buffington | Whitmire | Baron | do | | 35.00 | 133.00 | 76 | 16 | 16 | 32 | 9 | 684 |
| W. W. Whitmire | Kansas | Kansas | do | 25 | 35.00 | 140.00 | 80 | 17 | 14 | 31 | 15 | 1,200 |
| Mrs. Frank Adair | Piney | Baron | do | | 35.00 | 140.00 | 80 | 12 | 19 | 31 | 15 | 1,200 |
| ILLINOIS DISTRICT. | | | | | | | | | | | | |
| Mrs. Martin V. Benge | Three Rivers | Fort Gibson | Cherokee | | 35.00 | 140.00 | 80 | 22 | 14 | 36 | 23 | 1,840 |
| Mrs. Flora Thornton | Fort Gibson | do | do | 41 | 35.00 | 140.00 | 80 | 25 | 15 | 40 | 24 | 1,920 |
| C. W. Willey | Manard | Manard | do | | 35.00 | 140.00 | 80 | 26 | 22 | 48 | 23 | 1,840 |
| Mrs. Sara S. Sanders | Garfield | Garfield | do | | 35.00 | 140.00 | 80 | 14 | 11 | 25 | 10 | 800 |
| T. C. Pyle | White Oak | Cookson | White | 46 | 35.00 | 140.00 | 80 | 13 | 17 | 30 | 21 | 1,680 |
| Emma Ingram | Braggs | Braggs | Cherokee | | 35.00 | 140.00 | 80 | 21 | 13 | 34 | 21 | 1,680 |
| Gussie Sanders | Young | McKey | do | 20 | 35.00 | 140.00 | 80 | 11 | 8 | 19 | 11 | 880 |
| Bettie Eiffert | McKey | do | do | | 35.00 | | | | | | | |
| Anna Luther | Sand Town | Vian | Colored | | 35.00 | 100.26 | 63 | 24 | 35 | 59 | 25 | 1,575 |
| Alma C. Nasn | Vian | do | Cherokee | | 35.00 | 140.00 | 80 | 23 | 18 | 41 | 23 | 1,840 |
| Lulu B. Smith | Terrell | do | do | | 35.00 | 140.00 | 80 | 27 | 8 | 15 | 11 | 880 |
| L. C. Hubbard | Campbell | Campbell | White | | 35.00 | 140.00 | 80 | 13 | 17 | 30 | 13 | 1,840 |
| Oakly Sanders | Bark | McKey | Cherokee | | 35.00 | 140.00 | 80 | 14 | 16 | 30 | 22 | 1,760 |
| Lulu E. Vann | Greenleaf | Braggs | Colored | | 35.00 | 140.00 | 80 | 22 | 41 | 63 | 54 | 4,320 |
| Harriet Skate | Wates | Fort Gibson | do | | 35.00 | 140.00 | 80 | 19 | 22 | 41 | 23 | 1,840 |
| B. D. Andrews | Fort Gibson | do | do | | 35.00 | 140.00 | 80 | 29 | 54 | 93 | 63 | 5,040 |
| SALINE DISTRICT. | | | | | | | | | | | | |
| Mrs. Cora Wyly | Oceola | Locustgrove | Cherokee | | 35.00 | 134.75 | 77 | 16 | 9 | 25 | 14 | 1,078 |
| Arthur Sanders | Wycliffe | Rose | do | 21 | 35.00 | 140.00 | 80 | 8 | 11 | 19 | 10 | 800 |
| Florence Ross | Cedar Bluff | Locustgrove | do | 21 | 35.00 | 140.00 | 80 | 14 | 12 | 26 | 17 | 1,360 |
| Ella Mae Covel | Water Mill | Spavinaw | do | 22 | 35.00 | 112.00 | 64 | 7 | 8 | 15 | 6 | 384 |
| Kate Carselowey | Arcadia | Rose | do | | 35.00 | 140.00 | 80 | 18 | 23 | 41 | 25 | 2,000 |
| Laura Patrick | Rowe | do | do | | 35.00 | 140.00 | 80 | 8 | 13 | 21 | 9 | 720 |
| Sarah McCoy | Elm | Elm | do | 22 | 35.00 | 140.00 | 80 | 23 | 16 | 39 | 15 | 1,200 |
| Bessie Walker | Unity | Spavinaw | do | | 35.00 | 140.00 | 80 | 13 | 18 | 21 | 17 | 1,360 |
| Lovey Davis | Lynchs Prairie | | Colored | | 35.00 | 140.00 | 80 | 21 | 19 | 40 | 22 | 1,760 |
| SEQUOYAH DISTRICT. | | | | | | | | | | | | |
| None Adair | Adair | Sallisaw | Cherokee | 24 | 35.00 | 140.00 | 80 | 22 | 27 | 49 | 20 | 1,600 |
| Mrs. George Curtis | Lone Pine | do | do | 26 | 35.00 | 140.00 | 80 | 10 | 9 | 19 | 11 | 880 |
| J. L. Rodgers | Hanson | Hanson | do | 40 | 35.00 | 140.00 | 80 | 15 | 20 | 35 | 20 | 1,600 |
| W. S. Scott | Muldrow | Muldrow | do | | 35.00 | 140.00 | 80 | 19 | 12 | 31 | 23 | 1,840 |
| Nannie R. Taylor | Roastingear | Uniontown, Ark | do | 20 | 35.00 | 140.00 | 80 | 5 | 17 | 22 | 18 | 1,440 |
| Allie Pack | Belfonte | Long | do | 21 | 35.00 | 138.25 | 79 | 8 | 14 | 22 | 12 | 948 |
| Annie Sevier | Advance | Muldrow | do | 20 | 35.00 | 140.00 | 80 | 7 | 14 | 21 | 15 | 1,200 |
| Mary Bradley | Akins | Sallisaw | do | | 35.00 | 140.00 | 80 | 10 | 15 | 24 | 19 | 1,520 |
| Anna E. Chase | Redland | Redland | Colored | | 35.00 | 140.00 | 80 | 23 | 20 | 43 | 37 | 2,960 |

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*Day schools*—Continued.

SPRING TERM—Continued.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days taught. | Enrollment. | | | | Days attendance. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Males. | Females. | Aggregate. | Average attendance. | |
| TAHLEQUAH DISTRICT. | | | | | | | | | | | | |
| Mrs. W. R. Sartain | Eureka | Eureka | Cherokee | | $35.00 | $140.00 | 80 | 17 | 19 | 36 | 21 | 1,680 |
| Mrs. H. M. Morgan | Swimmer | Gideon | do | | 35.00 | 138.25 | 79 | 9 | 11 | 20 | 11 | 869 |
| Mary Davis | Ball Hill | Tahlequah | do | 25 | 35.00 | 140.00 | 80 | 14 | 15 | 29 | 13 | 1,040 |
| J. H. Covel | Union | do | do | | 35.00 | 140.00 | 80 | 17 | 19 | 26 | 18 | 1,440 |
| Callie Leoser | Grand View | do | do | | 35.00 | 140.00 | 80 | 7 | 6 | 13 | 7 | 560 |
| Joe L. Manus | Downing | Peggs | do | | 35.00 | 138.25 | 79 | 23 | 23 | 46 | 22 | 1,738 |
| Mrs. Mollie Gourd | Bug Tucker | Moody | do | | 35.00 | 87.50 | 50 | 6 | 4 | 10 | 4 | 200 |
| Mrs. Lizzie Triplett | Double Springs | Tahlequah | do | | 35.00 | 140.00 | 80 | 21 | 13 | 34 | 25 | 2,000 |
| Mrs. Nannie Hatfield | Hart | Moody | do | | 35.00 | 140.00 | 80 | 9 | 7 | 16 | 13 | 1,040 |
| Roseanna Harnage | Crittenden | Crittenden | do | 20 | 35.00 | 131.25 | 75 | 19 | 23 | 42 | 16 | 1,200 |
| Belle Cunningham | Parkhill | Parkhill | do | 21 | 35.00 | 140.00 | 80 | 11 | 13 | 24 | 17 | 1,360 |
| Minnie L. Parker | French | Melvin | do | 24 | 35.00 | 129.50 | 74 | 13 | 12 | 25 | 19 | 1,406 |
| Trim Morris | Linder | Eureka | do | | 35.00 | 140.00 | 80 | 11 | 12 | 23 | 18 | 1,470 |
| Mrs. Betsy Wyly | North Tahlequah | Tahlequah | do | | 35.00 | 140.00 | 80 | 29 | 21 | 50 | 29 | 2,320 |
| Mrs. H. C. Barnes | East Tahlequah | do | do | | 35.00 | 140.00 | 80 | 20 | 22 | 42 | 16 | 1,280 |
| Mrs. W. H. Fields | Four-mile Branch | do | Colored | | 35.00 | 140.00 | 80 | 38 | 36 | 74 | 46 | 3,680 |
| Mrs. Fanny Lowery | Tahlequah | do | do | | 35.00 | 140.00 | 80 | 23 | 33 | 56 | 33 | 2,640 |
| Avery E. Vann | Flint Ridge | Melvin | do | | 35.00 | 140.00 | 80 | 19 | 16 | 35 | 20 | 1,600 |

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The Cherokee people have shown much kindness and appreciation in our mutual efforts to secure good educational advantages for their children. The public press of the nation has aided with vigor and intelligence. Subscription, mission, and church schools have materially aided in the general work, while the graded town and city schools have secured a permanent place of honor in educational affairs. I have left report of these schools for your office.

I especially thank you for suggestions, cooperation, and support in the sometimes difficult labor of the year.

Very respectfully,

BENJAMIN S. COPPOCK.

Hon. JOHN D. BENEDICT,
*Superintendent of Schools in Indian Territory.*

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## REPORT OF CHOCTAW SCHOOL SUPERVISOR.

SOUTH MCALESTER, IND. T., *July 3, 1902.*

SIR: I have the honor and pleasure to submit my second annual report of the schools of the Choctaw Nation, Indian Territory.

### THE SCHOOLS IN GENERAL.

The schools of the Choctaw Nation number 190 day schools and 5 academies.

There has been an enrollment in the day schools of 3,074 Indian children and 6,244 white children (the enrollment of white children includes the number enrolled in all of the town schools), and in the academies 509 Indian children.

The white children are permitted to attend the day schools by paying a small tuition to the teachers. There are only 30 schools in the nation in which white children have not been in attendance.

We think it is helpful to the Indian children to permit the white children to attend the schools, and we encourage their attendance.

Considering the uncomfortable school buildings, the absence of the necessary equipments, the inconveniences of the teachers from a social standpoint and in securing suitable boarding places, the general progress of the schools has been fairly satisfactory.

We have endeavored to bring about a friendly attitude among teachers, pupils, and parents, and from our observation in visiting the schools we find that this attitude exists in a large measure.

### THE ACADEMIES.

In the general management of the academies the work has been better than in former years.

The schoolroom work has been good and the children have made rapid progress. Some of the employees, other than teachers, have not been satisfactory, and in the selection of these employees for another year great care will be taken to make the needed improvement.

The attendance has been very good, the limited number being present nearly the entire year.

Smallpox and pneumonia visited the academies, and there was quite a siege of sickness, especially in the orphan academies. A few deaths occurred.

### SMALL BOARDING SCHOOLS.

Early in the year authority was granted to establish a few small boarding schools.

We established nine such schools in locations suitable to accommodate children who live remote from established neighborhood schools.

This arrangement is a good one; it brings together a large number of children and better results are secured.

### DAY OR NEIGHBORHOOD SCHOOLS.

The general success of the schools of the Choctaw Nation depends upon the efforts put forth on the neighborhood schools. We have exercised great care in the selection of teachers for these schools, and we feel that we have a class of teachers most of whom are progressive, enthusiastic, practical, and up to date.



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More earnestness has been shown, a much better attendance has been secured, and the feeling of indifference on the part of the parents has been overcome to a large degree.

SCHOOL VISITATION.

During the year all of the schools, except possibly six, have been visited by us, and a record of the visits made, showing the efficiency of the teacher, the progress of the children, the condition of the building and surroundings, the enrollment and attendance, and the general tone of the school.

LOCAL TEACHERS' MEETINGS.

We have held eight teachers' meetings during the year at different localities, thereby giving every teacher in the Choctaw Nation an opportunity to attend at least one of these meetings.

While the attendance at these meetings was not compulsory, the teachers responded to the call very liberally and the meetings were very interesting.

The plan was as follows:

The teachers were notified that a meeting would be held on Friday p. m. and Saturday a. m.

On Friday p. m. the teacher in charge of the school at place of meeting conducted his school as usual, the visiting teachers observing and making notes of the work done. On Saturday a. m. a general discussion of the Friday afternoon's work was entered into. The discussion at times became very spirited. This plan gave the visiting teachers an opportunity to see another teacher handle his class, impart instruction, and manage his school. It also stimulated the individual teacher to have other teachers to inspect and criticise his work and comment upon it.

The Friday evening session was usually of much interest. This consisted of music, recitations, and short talks by the people of the town.

These local meetings have given us an excellent opportunity of becoming acquainted with the patrons of the schools, and we are sure that much good has resulted from them.

OUR SUMMER NORMAL.

During the month of June we held a very successful normal at Jones Academy.

One hundred and sixty-five teachers were in attendance. Good, earnest work was done throughout. We had five regular instructors during the entire time and two special instructors for two weeks.

Much attention was given to the subject of "nature study," and with the many advantages the Territory affords for nature work, we may expect much work done by the teachers along this line during the coming year.

Two noticeable attractions at the normal were the class of five small full-blood orphan boys and the military work.

The orphans are from Armstrong Academy, and have been under the care of a skillful primary teacher.

The primary instructor gave recitations every day with these boys, and from these recitations the teachers obtained many points that will be helpful to them in their work.

Owing to the large attendance we were compelled to provide tents for the young men. These tents were in charge of Superintendent Morley, of Armstrong Academy, and the young men were put under military discipline.

The young men enjoyed this work and became quite proficient in military tactics.

Following are statements made by two of the instructors in our normal:

DWIGHT, IND. T., *June 26, 1902.*

In the normal here for the teachers of the Choctaw Nation I believe we have a representative body of teachers. I have found them very willing to carry to completion all the lines of work suggested, and they have not only been willing to do the work, but have done it gladly. It has been a glad surprise to me to find just such a body of genial and enthusiastic teachers and so well equipped for the work before them.

I am sure the work done here in normal fully equals that done in the institutes of my own State, Kansas; and in many ways I have found the teachers here better prepared and with more academic training. It is my opinion that Mr. Ballard and the Choctaw Nation are to be congratulated in having such workers.

Very truly,

J. G. MASTERS.

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JUNE 30, 1902.

DEAR SIR: For Mrs. Carter and myself I desire to express the pleasure and the satisfaction which we experienced during our two weeks' work as instructors at your teachers' normal at Jones Academy. We were highly pleased with the superior scholarship and the delightful social qualities of

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the teachers in the Choctaw Nation. And we were especially pleased with the firm, courteous, and exact discipline which you, during recitation times, recess times, meal times, and all the time maintained. Your management of about 175 of us was one of the very pleasant surprises that has come to us in this Territory, in which pleasant surprises have been so plentiful.

The teachers were studious and very earnest in all their work. I believe I never saw any normal where more earnest endeavor was manifested. I think they learned much, and I also think there was no other line along which they learned that which will be of more value in conducting their schools than the object lesson which you gave them in school management.

Hoping you will continue in the work, and that all the time it will be as successful as was the normal institute of 1902, I am,

Yours, very truly,

JOSEPH CARTER.

Supervisor CALVIN BALLARD,
*South McAlester, Ind. T.*

The following is a tabulated report of the Choctaw schools:

ARMSTRONG ACADEMY.

| Employee. | Position. | Race. | Age. | Salary. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| Sam. L. Morley | Superintendent | White | | | $10,111.39 | |
| Gabe E. Parker | Principal teacher | Indian | 22 | $100 | 900.00 | 9 |
| Jennie A. Clark | Assistant teacher | White | 25 | 60 | 540.00 | 9 |
| Arthur M. Rishel | do | do | 20 | 60 | 540.00 | 9 |
| Mrs. Gabe E. Parker | do | do | 24 | 50 | 450.00 | 9 |
| Dora Gardner | Matron | Indian | 19 | 50 | 600.00 | 12 |
| Mary Morley | Assistant matron | White | 31 | 40 | 360.00 | 9 |
| Ida Folsom | Seamstress | Indian | 25 | 50 | 450.00 | 9 |
| Mrs. M. Minehart | Assistant seamstress | White | 52 | 40 | 620.00 | 8 |
| George McBath | Cook | Negro | 38 | 50 | 600.00 | 12 |
| Sarah Young | Laundress | do | 28 | 35 | 315.00 | 9 |
| James Phillips | Janitor | White | 32 | 35 | 315.00 | 9 |

| | |
|---|---|
| Number enrolled | 111 |
| Average attendance | 97.85 |
| Salaries paid | $5,390.00 |
| Other expenses | 10,111.39 |
| Total annual cost | 15,501.39 |
| Annual cost per pupil | 156.28 |
| Cost per pupil, per month | 15.62 |

WHEELOCK ACADEMY.

| Employee. | Position. | Race. | Age. | Salary. | Amount received. | Months employed. | |
|---|---|---|---|---|---|---|---|
| | | | | | | *Mos.* | *dys.* |
| W. W. Appleton | Superintendent | White | 27 | | $7,924.10 | | |
| Nellie Diggs | Principal teacher | do | 27 | $60 | 520.65 | 8 | 21 |
| Sue M. Oakes | Assistant teacher | Indian | 28 | 60 | 520.65 | 8 | 21 |
| Grace Powe | do | White | 27 | 50 | 433.87 | 8 | 21 |
| Mary E. Appleton | Matron | do | 36 | 50 | 600.00 | 12 | 0 |
| Sue Brown | Assistant matron | Indian | 20 | 40 | 328.43 | 8 | 21 |
| Margaret Mitchell | Seamstress | White | 28 | 50 | 433.87 | 8 | 21 |
| Katherine Hibberd | Assistant seamstress | do | 19 | 40 | 347.10 | 8 | 21 |
| Sina Perdy | Cook | Negro | 50 | 35 | 315.00 | 9 | 0 |
| John L. Elder | Janitor | White | 28 | 35 | 269.50 | 7 | 21 |
| Elizabeth Frazier | Laundress | Negro | 40 | 35 | 315.00 | 9 | 0 |
| Albert Byrd | Janitor | do | 22 | 35 | 45.50 | 1 | 8 |

| | |
|---|---|
| Number enrolled | 94 |
| Average attendance | 79.44 |
| Total salaries paid | $4,129.54 |
| Total other expenses | 7,924.10 |
| Total annual cost | 12,053.64 |
| Annual cost per pupil | 150.58 |
| Cost per pupil, per month | 15.05 |

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## TUSKAHOMA ACADEMY.

| Employee. | Position. | Race. | Age. | Salary. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| | | | | | | *Mos. dys.* |
| Charles F. Trotter | Superintendent | White | | | $9,838.38 | |
| Robert A. Bayne | Principal teacher | do | 42 | $100 | 174.19 | 1 23 |
| Etta A. Bayne | Assistant teacher | do | 41 | 60 | 104.52 | 1 23 |
| Mary Kennon | do | do | 21 | 50 | 188.71 | 3 24 |
| Helen Severs | Music teacher | Indian | 20 | 50 | 441.94 | 8 26 |
| Julia Falconer | Matron | do | 21 | 50 | 446.77 | 8 29 |
| Mattie B. Mitchell | Assistant matron | do | 23 | 40 | 357.42 | 8 29 |
| Pauline Fewell | Seamstress | White | 21 | 50 | 446.77 | 8 29 |
| Mabel Ballard | Assistant seamstress | do | 19 | 40 | 246.45 | 6 6 |
| Mary Smith | Cook | Negro | 48 | 50 | 450.00 | 9 0 |
| W. J. Baldwin | Engineer | White | 21 | 50 | 200.00 | 4 0 |
| Mrs. J. H. Williams | Laundress | do | 50 | 40 | 80.00 | 2 0 |
| T. F. Skipwith | Laundryman | do | 41 | 40 | 276.00 | 6 27 |
| Andrew G. Gladney | Principal teacher | do | 30 | 100 | 725.81 | 7 8 |
| Francile Battenberg | Assistant teacher | do | 21 | 50 | 362.90 | 7 8 |
| Stella Blake | do | do | | 50 | 250.00 | 5 0 |
| George Trotter | Janitor | do | 25 | 35 | 105.00 | 3 0 |
| Carrol R. Greenwood | do | do | 22 | 35 | 161.45 | 4 19 |
| Dora L. Lewis | Assistant seamstress | Indian | 24 | 40 | 80.00 | 2 14 |
| George Trotter | Engineer | White | | 50 | 250.00 | 5 0 |

| | |
|---|---|
| Number enrolled | 125 |
| Average attendance | 110 |
| Total salaries paid | $5,247.89 |
| Total other expenses | 9,838.38 |
| Total annual cost | 15,086.27 |
| Annual cost per pupil | 138.03 |
| Cost per pupil, per month | 15.33 |

## JONES ACADEMY.

| Employee. | Position. | Race. | Age. | Salary. | Amount received. | Months employed. |
|---|---|---|---|---|---|---|
| | | | | | | *Mos. dys.* |
| Wallace B. Butz | Superintendent | | | | | |
| George Beck | Principal teacher | White | 63 | $100.00 | $174.19 | 1 23 |
| James N. Wilson | Assistant teacher | do | 23 | 60.00 | 540.00 | 9 0 |
| Cynthia Rainey | do | do | 29 | 60.00 | 540.00 | 9 0 |
| Francile Battenberg | do | do | 21 | 50.00 | 87.10 | 1 23 |
| Laura Collison | Matron | do | 41 | 50.00 | 500.00 | 10 0 |
| Nettie Coleman | Assistant matron | do | 23 | 40.00 | 40.00 | 1 0 |
| Sarah Hibbard | Seamstress | do | 51 | 50.00 | 450.00 | 9 0 |
| Gussie Hayes | Assistant seamstress | do | 31 | 40.00 | 360.00 | 9 0 |
| Warren Butz | Engineer | do | 29 | 50.00 | 115.00 | 2 9 |
| Mary F. Pamplin | Cook | Negro | 28 | 50.00 | 500.00 | 10 0 |
| Francis J. Pamplin | Laundress | do | 54 | 40.00 | 280.00 | 7 0 |
| John D. Plunkett | Janitor | White | 33 | 35.00 | 350.00 | 10 0 |
| Bess M. Severs | Assistant matron | Indian | 19 | 40.00 | 312.26 | 7 24 |
| William Caton | Engineer | White | 45 | 50.00 | 335.00 | 6 21 |
| Robert A. Bayne | Principal teacher | do | 42 | 100.00 | 725.81 | 7 8 |
| Etta A. Bayne | do | do | 41 | 60.00 | 435.48 | 7 8 |
| Katie Foster | Laundress | Negro | 27 | 40.00 | 80.00 | 2 0 |

| | |
|---|---|
| Number enrolled | 123 |
| Average attendance | 103.11 |
| Total salaries paid | $5,884.84 |
| Total other expenses | 9,269.25 |
| Total annual cost | 15,154.09 |
| Annual cost per pupil | 146.00 |
| Cost per pupil, per month | 16.22 |

## ATOKA BAPTIST ACADEMY.

Superintendent, Edwin H. Rishel.

| | |
|---|---|
| Number pupils enrolled | 56 |
| Number days attendance | 14,970 |
| Average daily attendance | 49.4 |
| Amount paid superintendent | $6,125.45 |

The salaries of teachers and other employees are paid by the church board.

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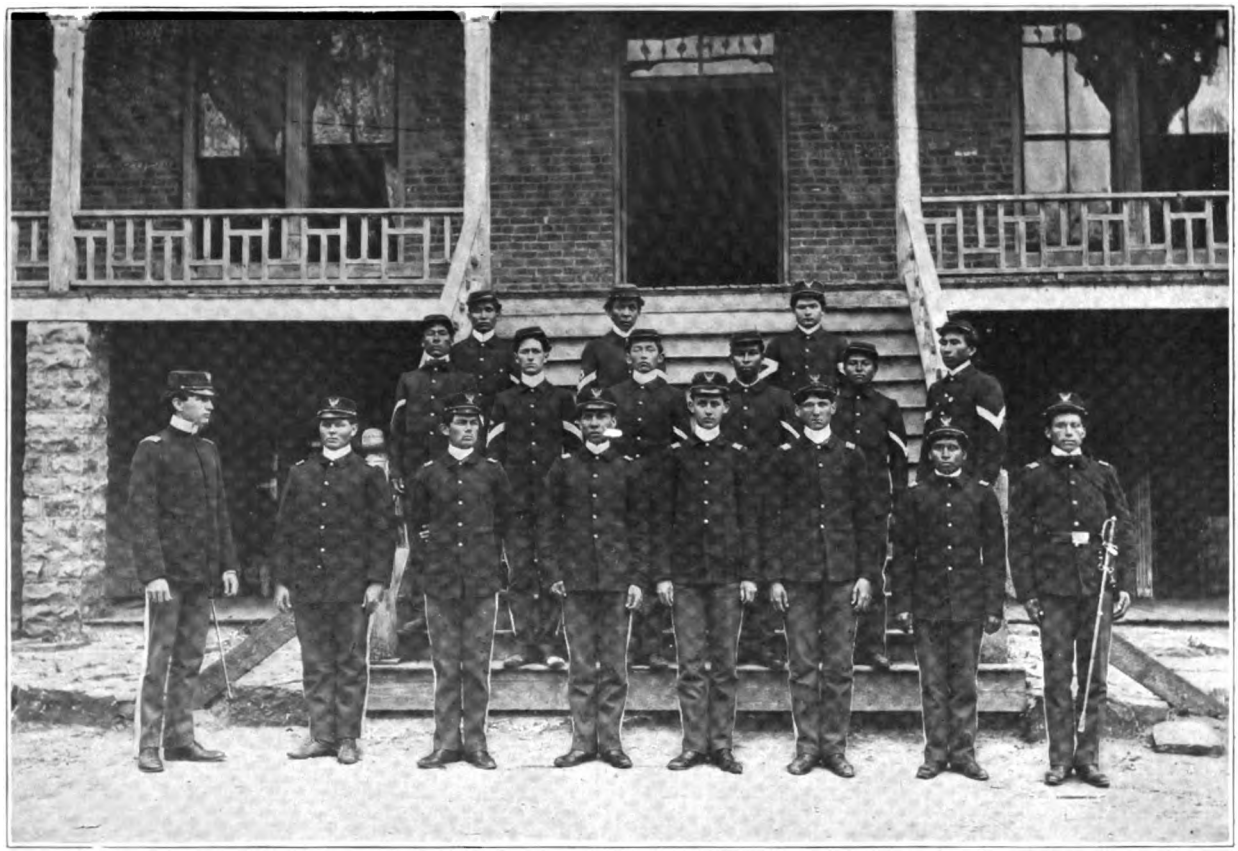

OFFICERS, JONES ACADEMY CADETS, CHOCTAW NATION

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*Day or neighborhood schools.*

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days attendance. | Enrollment. Indians. M. | Enrollment. Indians. F. | Enrollment. Whites. M. | Enrollment. Whites. F. | Days taught. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Alison, Elizabeth R | Cold Spring | Grant | White | 54 | $40 | $272.80 | 1,724 | 16 | 6 | 6 | 12 | 177 |
| Austin, D. J | Allen | Allen | do | 56 | 35 | 315.00 | 2,809 | 11 | 11 | 60 | 35 | 190 |
| Alexander, H. J | Good Spring | Talihina | Indian | 28 | 35 | 260.24 | 2,402 | 14 | 14 | | | 152 |
| Abbott, Charles P | Caddo | Caddo | White | 26 | 2 | 456.40 | 4,426 | 19 | 21 | 110 | 94 | 179 |
| Ater, Allen C | Canadian | Canadian | do | 40 | 2 | 272.20 | 2,474 | 10 | 19 | 38 | 42 | 159 |
| Burgoyne, May | Big Lick | Tuskahoma | do | 26 | 45 | 405.00 | 4,607 | 29 | 15 | | | 190 |
| Burrows, Rufus H | Big Hill | Smithville | do | 44 | 45 | 402.10 | 2,638 | 13 | 12 | | | 187 |
| Bentley, Alva | Kullituklo | Kullituklo | do | 29 | 40 | 280.00 | 1,369 | 18 | 4 | 6 | 10 | 145 |
| Berry, Washington | Cowlington | Cowlington | do | 30 | 2 | 149.60 | 1,331 | 3 | 8 | 41 | 23 | 188 |
| Bales, J. A | Pleasant Hill, No. 3 | Caney | do | 49 | 40 | 360.00 | 1,773 | 8 | 10 | 6 | 4 | 188 |
| Brown, J. J | Stock Bridge | Eagletown | do | 28 | 40 | 360.00 | 3,456 | 19 | 14 | | 3 | 189 |
| Browning, Agnes | Harkins | Doaksville | do | 23 | 30 | 270.00 | 2,141 | 11 | 10 | 1 | 3 | 189 |
| Baker, R. S | Atwood | Newberg | do | 41 | 25 | 106.45 | 406 | 3 | 3 | 8 | 10 | 87 |
| Basye, John A | Shadypoint | Shadypoint | do | 57 | 30 | 113.23 | 439 | 4 | 8 | 12 | 10 | 79 |
| Branson, George L | Pine | Pine | do | 29 | 2 | 22.70 | 203 | 4 | 8 | 5 | 4 | 20 |
| Billy, Josiah | Green Hill | Talihina | Indian | 27 | 30 | 247.00 | 2,122 | 8 | 9 | 1 | | 174 |
| Benson, Frankie | Hills Chapel | Caddo | White | 23 | 2 | 80.00 | 791 | 5 | 3 | 12 | 7 | 101 |
| Bohanan, L. S | Spring Hill | Ludlow | Indian | 42 | 30 | 207.00 | 1,494 | 8 | 5 | | | 145 |
| Burns, John L | Bokoshe | Bokoshe | White | 32 | 2 | 85.30 | 329 | 6 | 4 | 22 | 22 | 43 |
| Baker, R. S | Atwood | Newberg | do | 41 | 2 | 40.00 | 348 | 3 | 3 | 8 | 10 | 53 |
| Coleman, Richard S | Scipio | Scipio | Indian | 28 | 2 | 14.90 | 144 | 2 | 4 | 19 | 7 | 30 |
| Collins, Mattie | Shadypoint | Shadypoint | White | 21 | 30 | 144.19 | 711 | 3 | 7 | 7 | 8 | 105 |
| Collins, Edmond | Zion | South McAlester | do | 18 | 30 | 90.00 | 397 | 8 | 2 | 9 | 4 | 64 |
| Christian, Lewis E | Hartshorne | Hartshorne | do | 44 | 2 | 132.70 | 1,251 | 6 | 5 | 184 | 190 | 179 |
| Collins, J. Y | Grant | Grant | do | 51 | 40 | 360.00 | 2,161 | 8 | 8 | 20 | 20 | 189 |
| Conway, Gertrude | Sileana | Tuskahoma | do | 18 | 30 | 86.00 | 502 | 7 | 4 | | | 60 |
| Chaney, John A | Norman | Heavener | do | 35 | 2 | 180.56 | 751 | 2 | 7 | 22 | 14 | 115 |
| Crouthamel, A. H | Cartersville | Cartersville | do | 23 | 30 | 254.52 | 1,597 | 10 | 7 | 32 | 24 | 177 |
| Carney, W. F | Reichert | Reichert | Indian | 50 | 30 | 118.06 | 485 | 5 | 6 | 9 | 8 | 78 |
| Collins, Mattie | Vireton | Vireton | White | 21 | 30 | 70.65 | 356 | 7 | 1 | 8 | 2 | 52 |
| Conser, Ida | Yellow Spring | Conser | Indian | 28 | 30 | 252.10 | 1,910 | 7 | 9 | 2 | 1 | 175 |
| Cummings, T | Sittle | Scipio | White | 20 | 2 | 118.10 | 1,166 | 3 | 6 | 8 | 7 | 159 |
| Carney, Belle | Springfield | Leflore | Indian | 19 | 30 | 17.15 | 72 | 3 | 4 | 5 | 8 | 14 |
| Conover, Mrs. E. D | Honey Spring | Hugo | White | 39 | 35 | 105.00 | 339 | 7 | 5 | 6 | 3 | 63 |
| Cook, Myrtle | Wolf Creek | Milton | do | 26 | 30 | 78.38 | 326 | 6 | 4 | 4 | 3 | 57 |
| Carney, Belle | Springfield | Leflore | Indian | 19 | 2 | 69.00 | 729 | 3 | 4 | 5 | 8 | 100 |
| Carter, Columbus Bell | Batteast | Braden | Negro | 42 | 2 | 40.00 | 371 | 6 | 4 | | | 40 |
| Dawson, Effie | Rock Hill | Goodland | Indian | 17 | 30 | 147.10 | 465 | 2 | 6 | 5 | 2 | 81 |
| Davis, Emison E | Kiowa | Kiowa | White | 31 | 40 | 320.00 | 2,021 | 9 | 9 | 25 | 26 | 145 |
| Delzell, Fannie H | Short Mountain | Cowlington | do | 28 | 25 | 218.33 | 1,494 | 8 | 4 | 3 | 11 | 184 |
| Dietrick, Frank | Antlers No. 2 | Antlers | do | 26 | 2 | 5.70 | 57 | 4 | | 15 | 20 | 11 |
| Dickerson, J. H | Cox Chapel | Durant | do | 47 | 30 | 7.74 | 38 | 2 | 5 | | | 8 |

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*Day or neighborhood schools*—Continued.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days attendance. | Enrollment. Indians. M. | Enrollment. Indians. F. | Enrollment. Whites. M. | Enrollment. Whites. F. | Days taught. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Doyle, Nannie E | Pleasant Valley | Kiowa | White | 19 | $2 | $34.60 | 321 | 4 | 5 | 7 | 12 | 63 |
| Deshazo, Alice | Pleasant Hill No. 2 | Stringtown | do | 23 | 30 | 239.26 | 1,135 | 6 | 5 | 5 | 4 | 169 |
| Deshazo, Minnie | Sileana | Tuskahoma | do | 19 | 30 | 156.77 | 1,217 | 7 | 5 | | | 108 |
| Eugenia, Sister M | Antlers No. 1 | Antlers | do | 31 | 2 | 269.70 | 2,559 | 14 | 17 | 38 | 32 | 179 |
| Ervin, Ida | Bethel | Stigler | do | 26 | 30 | 270.00 | 1,755 | 10 | 8 | | | 189 |
| Ervin, Amanda | Enterprise | Enterprise | do | 31 | 2 | 155.90 | 1,695 | 4 | 8 | 21 | 23 | 159 |
| Essex, Daisy | Boiling Spring | Gowen | do | 18 | 30 | 30.00 | 5 | 1 | | 3 | 1 | 21 |
| Edwards, Marie | Longtown | Eufaula | do | 22 | 35 | 243.87 | 1,744 | 10 | 19 | 13 | 12 | 143 |
| Essex, Daisy | Long Creek | Goodland | do | 18 | 30 | 114.92 | 458 | 7 | 4 | | 2 | 78 |
| Evans, Zelma | Bokoshe | Bokoshe | do | 23 | 2 | 22.70 | 219 | 5 | 4 | 12 | 19 | 40 |
| Fisher, Elizabeth A | Featherston | Featherston | do | 18 | 40 | 345.54 | 1,699 | 17 | 5 | 5 | 3 | 176 |
| Fordyce, Lulu | Pryor | Stuart | do | 23 | 30 | 24.19 | 145 | 6 | 9 | | | 19 |
| Fronterhouse, Louvena | Impson Chapel | Antlers | do | 33 | 30 | 87.58 | 634 | 5 | 6 | 3 | 2 | 65 |
| Fordyce, Lulu | Choate | Choate | do | 23 | 30 | 130.64 | 662 | 8 | 3 | 7 | 4 | 87 |
| Ferguson, O. L | James | Hartshorne | do | 27 | 2 | 63.10 | 563 | 3 | 4 | 12 | 6 | 84 |
| Fronterhouse, Louvena | Impson Chapel | Antlers | do | 33 | 30 | 145.00 | 727 | 4 | 6 | 6 | 2 | 97 |
| Fleming, Alice | Wilburton | Wilburton | do | 31 | 2 | 34.90 | 331 | 8 | 2 | 19 | 22 | 55 |
| Garland, J. G | Ellis Chapel | Grant | do | 57 | 30 | 270.00 | 2,240 | 9 | 9 | 2 | 1 | 195 |
| Galyean, Lee | Albion | Albion | do | 23 | 35 | 301.21 | 1,885 | 7 | 14 | 10 | 7 | 173 |
| Gay, Wm | South McAlester | South McAlester | do | 62 | 2 | 296.80 | 2,717 | 13 | 17 | 446 | 462 | 160 |
| Hallman Lena | Hochatown | Hochatown | do | 23 | 40 | 356.00 | 2,896 | 13 | 6 | 1 | 2 | 187 |
| Hankins, Mrs. C. M | Kon Chito | Lukfata | do | 28 | 35 | 298.06 | 2,681 | 19 | 5 | | 2 | 180 |
| Hotchkin, Mary P | Lenox | Ironbridge | do | 21 | 40 | 360.00 | 2,822 | 13 | 15 | 2 | 1 | 187 |
| Hynson, Belle | Davenport | Antlers | do | 23 | 35 | 285.16 | 1,159 | 5 | 8 | 4 | 1 | 175 |
| Hatcher, Lizzie | Nunnih Takalo | Caddo | do | 27 | 30 | 248.71 | 1,911 | 12 | 8 | 2 | 3 | 174 |
| Hornidy, Emma | Rock Creek | Redoak | do | 56 | 35 | 239.35 | 1,236 | 8 | 9 | 0 | 1 | 142 |
| Hower, Jessie | Frazier | Doaksville | do | 20 | 30 | 235.00 | 920 | 8 | 10 | 3 | 2 | 143 |
| Hatcher, Lucy | High Hill | Durant | do | 24 | 30 | 46.19 | 86 | 2 | 1 | 3 | 4 | 85 |
| Hogg, Jay | Marysville | Ego | do | 27 | 35 | 315.00 | 1,691 | 8 | 11 | 32 | 31 | 190 |
| Holleman, John B | Stigler | Stigler | do | 29 | 40 | 360.00 | 3,116 | 11 | 25 | 23 | 19 | 185 |
| Hill, B. I | Beach Creek | Smithville | do | 51 | 35 | 140.00 | 1,173 | 11 | 10 | | | 81 |
| Holdsworth, Katie | Longtown | Eufaula | do | 22 | 35 | 7.00 | 35 | 2 | 5 | 3 | 1 | 5 |
| Hamilton, Mrs. Mae | Sulphur Springs | Bokchito | do | 29 | 40 | 350.97 | 3,497 | 15 | 14 | 2 | 4 | 181 |
| Hill, A. N | Cedar | Lodi | do | 22 | 30 | 262.00 | 2,127 | 12 | 10 | 23 | 5 | 183 |
| Hewitt, J. C | Bald Mountain | Stringtown | do | 60 | 2 | 126.00 | 1,299 | 1 | 6 | 4 | 4 | 185 |
| Hollard, Anna | Choate | Choate | do | 24 | 30 | 29.87 | 126 | 7 | 1 | 3 | 4 | 22 |
| Holdsworth, Katie | Conser | Conser | do | 22 | 45 | 382.50 | 2,826 | 11 | 11 | 3 | 5 | 188 |
| Holdsworth, Lou | Celestine | Celestine | do | 19 | 30 | 60.00 | 156 | 4 | 3 | 12 | 4 | 43 |
| Hoffman, H. D | Redoak | Redoak | do | 24 | 2 | 4.80 | 45 | 2 | 1 | 25 | 30 | 45 |
| Hynson, Mrs. Rose | Sugar Loaf | Antlers | do | 55 | 30 | 240.00 | 1,588 | 6 | 7 | 1 | 1 | 166 |
| Hatcher, Lucy | Ushery | Hugo | do | 24 | 30 | 167.84 | 602 | 7 | 3 | 7 | 8 | 115 |

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| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Holdsworth, Lou | Sardis | Dexter | do | 19 | 40 | 180.23 | 1,172 | 11 | 7 | 0 | | 97 |
| Harrison, Almena | Calloway | Calloway | do | 22 | 2 | 59.80 | 541 | 10 | 6 | 5 | 6 | 44 |
| Holleman, Emma V | Cedar Chapel | Panther | do | 18 | 2 | | | 4 | 2 | 5 | 6 | |
| Irvine, Nettie | Pleasant Hill No. 1 | Harris | do | 39 | 35 | 315.00 | 2,535 | 8 | 12 | 1 | 6 | 188 |
| Jones, D. F | Toloka | Garland | do | 30 | 35 | 245.00 | 1,685 | 13 | 4 | 10 | 8 | 151 |
| Johnson, A. M | Gills | Coalgate | do | 42 | 45 | 405.00 | 4,112 | 19 | 19 | 18 | 24 | 189 |
| Jackson, Mrs. W. L | Oaklodge | Oaklodge | do | 31 | 35 | 315.00 | 2,606 | 9 | 14 | 6 | 7 | 187 |
| Kirksey, J. A | Bethel Hill | Bethel | do | 56 | 45 | 405.00 | 3,064 | 22 | 7 | | | 189 |
| Kennon, Mattie | Christian Hope | Atoka | do | 19 | 40 | 356.13 | 1,498 | 12 | 5 | 14 | 1 | 186 |
| Kennon, Grace | Stringtown | do | do | 23 | 30 | 270.00 | 1,698 | 5 | 5 | 17 | 16 | 188 |
| Locke, L. B | Salem | Leflore | do | 26 | 40 | 360.00 | 3,074 | 16 | 7 | 18 | 11 | 186 |
| Larecy, W. E | Sugar Creek | Nelson | do | 23 | 40 | 435.71 | 2,382 | 18 | 8 | 16 | 12 | 164 |
| Lacy, W. S | Cameron | Cameron | do | 25 | 35 | 296.93 | 1,923 | 8 | 14 | 91 | 71 | 178 |
| Lott, J. H | Frink | South McAlester | do | 36 | 30 | 221.00 | 943 | 9 | 7 | 19 | 19 | 146 |
| Lee, Robert E | Summerfield | Summerfield | Indian | 23 | 40 | 360.00 | 2,172 | 3 | 14 | 11 | 6 | 190 |
| Loughinghouse, Martha | Bethlehem | Lehigh | White | 25 | 30 | 269.03 | 1,622 | 7 | 5 | 17 | 21 | 190 |
| Miller, Lizzie | Howe | Howe | do | 31 | 35 | 315.00 | 2,488 | 13 | 9 | 8 | 12 | 188 |
| Moore, Lizzie | Bokoshe | Bokoshe | Indian | 20 | 30 | 105.84 | 440 | 4 | 4 | 8 | 7 | 76 |
| Marshall, Hubert B | Wilburton | Wilburton | White | 18 | 35 | 66.91 | 216 | 8 | 7 | 12 | 15 | 36 |
| Meroney, Lou J | Mt. Pleasant | Fowlerville | do | 49 | 45 | 405.00 | 1,826 | 12 | 6 | 2 | 3 | 186 |
| Moore, J. N | Sansbois | Sansbois | Indian | 24 | 35 | 221.59 | 1,070 | 8 | 12 | 11 | 12 | 148 |
| Moore, Callie | Ward | Ward | do | 18 | 30 | 120.81 | 1,438 | 4 | 7 | 6 | 5 | 172 |
| Modisette, James O | White Oak | Hartshorne | White | 20 | 30 | 47.42 | 95 | 3 | 1 | | | 35 |
| Morris, Florence B | Savanna | Savanna | do | 20 | 35 | 315.00 | 1,569 | 7 | 11 | 31 | 32 | 189 |
| Morgan, John J | Vireton | Vireton | do | 36 | 30 | 27.00 | 146 | 8 | 2 | 6 | | 20 |
| Minton, H. B | Utica | Utica | do | 24 | 30 | 228.06 | 776 | 5 | 8 | 27 | 26 | 158 |
| Marshall, J. H | Bethel No. 1 | Oak Lodge | do | 20 | 35 | 110.65 | 333 | 6 | 4 | 2 | 2 | 69 |
| Morrison, Margery | Old Goodland | Grant | do | 27 | 45 | 135.00 | 818 | 11 | 6 | 11 | 18 | 45 |
| Miller, Alice M | Indianola | Indianola | do | 33 | 2 | 161.10 | 1,655 | 5 | 6 | 30 | 20 | 189 |
| Morris, S. P | McAlester | McAlester | do | 47 | 2 | 200.00 | 1,946 | 9 | 9 | 113 | 115 | 173 |
| Murray, Mary | Guertie | Guertie | do | 23 | 30 | 120.00 | 766 | 9 | 6 | 26 | 18 | 82 |
| Marshall, Sinklie | Ward | Atoka | do | 25 | 30 | 49.00 | 128 | 3 | 4 | 10 | 5 | 36 |
| Marshall, Hubert B | Longtown | Eufaula | do | 18 | 35 | 51.64 | 247 | 4 | 6 | 5 | 1 | 33 |
| Morrison, Margery | Old Goodland | Grant | do | 27 | 2 | 24.10 | 218 | 16 | 11 | 10 | 22 | 17 |
| Mabry, Edna | Hill | Spiro | do | 20 | 2 | 62.50 | 595 | 2 | 6 | 8 | 9 | 95 |
| Moore, W. L | Brooken | Brooken | do | 50 | 2 | 44.80 | 238 | 4 | 7 | 45 | 30 | 107 |
| Morrison, Margery | Old Goodland | Grant | do | 27 | 40 | 197.42 | 1,371 | 15 | 10 | 12 | 14 | 105 |
| Merriman, Gus | Sockey | Fanshawe | do | 28 | 2 | 41.50 | 408 | 4 | 3 | 6 | 5 | 56 |
| Marshall, Sinklie | Ward | Atoka | do | 25 | 30 | 35.00 | 79 | 3 | 4 | 9 | 5 | 21 |
| Merriman, Gus | Hughes | Hughes | do | 28 | 2 | 30.50 | 260 | 3 | 5 | 21 | 13 | 60 |
| McClure, Mrs. C. L | Kulli Chito | Bethel | do | 35 | 45 | 405.00 | 3,137 | 13 | 11 | 4 | 3 | 188 |
| McCurtain, Lou | Tushkahoma | Tushkahoma | Indian | 25 | 30 | 132.58 | 1,008 | 8 | 11 | 4 | 6 | 55 |
| McRaven, Elizabeth | Cedar Chapel | Panther | White | 23 | 35 | 120.81 | 317 | 2 | 2 | 1 | 1 | 91 |
| McMurtrey, Lucile | White Sand | Bennington | do | 18 | 30 | 188.00 | 1,025 | 9 | 9 | 4 | 8 | 130 |
| McBride, Howard | Mt. Zion | Bethel | do | 27 | 45 | 288.50 | 1,640 | 7 | 9 | | | 178 |
| McMinn, Samuel P | Houston | Houston | do | 53 | 2 | 156.10 | 1,513 | 5 | 6 | 8 | 10 | 171 |
| McCurtain, Lou | Tushkahoma | Tushkahoma | Indian | 25 | 30 | 77.14 | 407 | 5 | 7 | 2 | 3 | 90 |
| McClelland, Ethel | Reichert | Reichert | White | 20 | 2 | 45.80 | 441 | 6 | 4 | 6 | 11 | 59 |
| Nash, Sallie | Doakesville | Doakesville | do | 19 | 30 | 174.00 | 707 | 6 | 9 | 12 | 4 | 121 |
| Noah, D. S | Post Oak Grove | Albion | Indian | 31 | 30 | 196.26 | 550 | 6 | 9 | | | 130 |
| Neely, H. D | Calvin Institute | Durant | White | 26 | 2 | 1,065.60 | 10,158 | 51 | 61 | 70 | 73 | 165 |
| Neely, A | Durant | do | do | 53 | 2 | 231.40 | 2,221 | 9 | 12 | 37 | 40 | 158 |

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*Day or neighborhood schools*—Continued.

| Teacher. | School. | Post-office address. | Race. | Age. | Salary. | Amount received. | Days attendance. | Enrollment. Indians. M. | Indians. F. | Whites. M. | Whites. F. | Days taught. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Oakley, Cyrus K | Honey Springs | Goodland | White | 20 | $45 | 180.00 | 544 | 8 | 6 | 14 | 11 | 82 |
| Owen, C. D | Owl | Owl | do | 28 | 2 | 25.70 | 215 | 2 | 0 | 24 | 19 | 117 |
| Oakley, Cyrus K | Big Lick | Dexter | do | 20 | 50 | 200.00 | | 27 | 13 | 2 | 1 | |
| Oakes, Lizzie | Rock Hill | Hugo | Indian | 19 | 30 | 71.00 | 144 | 0 | 7 | | | 50 |
| Post, Bernice | Little Sansbois | Garland | White | 22 | 40 | 360.00 | 1,908 | 7 | 11 | 5 | 5 | 187 |
| Powers, Lillie M | Crowder Chapel | Crowder | do | 24 | 40 | 292.52 | 1,027 | 6 | 7 | 5 | 3 | 145 |
| Paxson, Anna L | Chish Oktah | Jackson | do | 52 | 45 | 405.00 | 2,577 | 9 | 13 | 5 | 7 | 186 |
| Perry, Estella | Tamaha | Tamaha | do | 25 | 2 | 157.80 | 1,452 | 3 | 7 | 33 | 23 | 187 |
| Peck, Ola | Milton | Milton | do | 27 | 35 | 88.67 | 325 | 5 | 3 | 18 | 23 | 55 |
| Peak, Grace | Bennington No. 2 | Shadypoint | do | 17 | 30 | 186.52 | 671 | 9 | 7 | 13 | 7 | 133 |
| Pauling, Lillian M | Mt. Station | Hartshorne | do | 18 | 30 | 204.19 | 701 | 7 | 6 | 0 | 2 | 138 |
| Phipps, John A | Hibben | Frogville | do | 25 | 35 | 315.00 | 1,960 | 10 | 8 | 6 | 4 | 187 |
| Preston, Francis | Caney | Caney | do | 50 | 2 | 197.20 | 1,867 | 12 | 5 | 15 | 20 | 169 |
| Plymate, Carrie | Coal Creek | McAlester | do | 23 | 2 | 29.20 | 264 | 3 | 3 | 7 | 6 | 55 |
| Peck, Ola | Milton | Milton | do | 27 | 35 | 117.83 | 413 | 4 | 3 | 20 | 25 | 71 |
| Do | do | do | do | 27 | 2 | 14.00 | 141 | 5 | 3 | 6 | 11 | 20 |
| Powers, Lillie M | Crowder Chapel | Crowder | do | 24 | 30 | 27.35 | 186 | 5 | 6 | 2 | 3 | 27 |
| Russell, Leola | Bennington No. 1 | Bennington | do | 31 | 40 | 349.42 | 1,141 | 9 | 6 | 15 | 17 | 176 |
| Redman, Clara | Spring Chapel | Grant | do | 19 | 35 | 259.47 | 922 | 11 | 2 | 3 | 5 | 169 |
| Rosser, Florence | Talihina | Talihina | do | 25 | 30 | 30.00 | 164 | 9 | 5 | 8 | 32 | 17 |
| Rishel, Edwin H | Atoka | Atoka | do | 48 | 2 | 501.90 | 4,915 | 23 | 19 | 54 | 44 | 187 |
| Read, Mrs. J. J | Wapanucka | Wapanucka | do | 46 | 2 | 96.20 | 857 | 1 | 6 | 35 | 40 | 179 |
| Rodman, E. L | Poteau | Poteau | do | 28 | 2 | 227.70 | 2,166 | 10 | 8 | 115 | 141 | 176 |
| Rosser, Florence | Talihina | Talihina | do | 25 | 40 | 120.00 | 554 | 13 | 4 | 5 | 13 | 64 |
| Do | Gills | Coalgate | do | 25 | 40 | 120.00 | | | | | | |
| Shoney, Wilson A | Bayou | Arkinda, Ark | Indian | 30 | 30 | 113.93 | 779 | 8 | 6 | | | 78 |
| Strickler, Florence | Bokchito | Bokchito | White | 24 | 35 | 302.11 | 1,884 | 7 | 11 | 7 | 6 | 151 |
| Smith, Mary A | Pleasant Cove | Antlers | do | 48 | 35 | 315.00 | 1,649 | 7 | 9 | 4 | | 194 |
| Smith, Mamie | Round Hill | Coalgate | do | 18 | 30 | 112.00 | 858 | 7 | 11 | 6 | 8 | 76 |
| Stalcup, Callie | Pine Spring | Antlers | do | 37 | 40 | 340.00 | 2,059 | 13 | 5 | | | 178 |
| Strawn, Dan | Water Hole | Garvin | do | 21 | 30 | 238.06 | 1,700 | 11 | 6 | 7 | 3 | 144 |
| Sullivan, E. P | Dunlap | Redoak | do | 26 | 30 | 255.00 | 1,154 | 3 | 7 | 14 | 7 | 175 |
| Still, Emma C | Pine Hill | Mayhew | do | 26 | 30 | 232.26 | 1,834 | 8 | 13 | 2 | 1 | 161 |
| Stanley, J. M | Legal | Legal | do | 61 | 30 | 94.84 | 309 | 7 | 2 | 6 | 5 | 68 |
| Sparks, Maye | Sardis | Dexter | Indian | 22 | 2 | 58.80 | 575 | 9 | 4 | | | 76 |
| Stanley, J. M | Legal | Legal | White | 61 | 2 | 38.70 | 355 | 6 | 1 | | | 55 |
| Smith, Mamie | Round Hill | Coalgate | do | 18 | 30 | 22.50 | 154 | 2 | 9 | 3 | 4 | 15 |
| Shoney, Wilson A | Kullituklo | Kullituklo | Indian | 30 | 30 | 60.00 | 310 | 14 | 4 | | | 44 |
| Thomas, Lucy | Kulli Bok | Lukfatah | do | 23 | 40 | 292.00 | 1,105 | 8 | 4 | | | 153 |
| Tennent, Carrye | Lehigh | Lehigh | do | 26 | 30 | 270.00 | 2,291 | 7 | 10 | 13 | 17 | 168 |
| Thompson, Monroe | Whitefield | Whitefield | White | 30 | 2 | 448.20 | 4,251 | 17 | 14 | 51 | 58 | 120 |
| Tucker, Alice | Kosoma | Kosoma | do | 22 | 30 | 25.16 | 71 | 3 | 1 | | | 06 |

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| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Underwood, I. T | Sterrett | Sterrett | do | 39 | 2 | 380.60 | 3,823 | 19 | 11 | 63 | 67 | 188 |
| Wilkins, A. J | Wadesville | Talihina | Indian | 22 | 35 | 302.28 | 2,024 | 12 | 14 | | | 176 |
| Willingham, Cooper | Living Land | Kullituklo | White | 24 | 35 | 311.61 | 2,082 | 17 | 7 | 6 | 4 | 188 |
| Wingfield, Oza | Calvin | Calvin | Indian | 26 | 2 | 145.20 | 944 | 3 | 5 | 10 | 15 | 189 |
| Wasson, T. F | Black Jack | Atoka | White | 24 | 30 | 262.00 | 1,269 | 4 | 9 | 4 | 3 | 183 |
| Washburn, Ocie | Kennady | Kennady | do | 21 | 30 | 252.68 | 917 | 4 | 4 | 11 | 12 | 169 |
| Whitehead, Bertha | Goodwater | Goodwater | do | 35 | 45 | 180.00 | 1,571 | 20 | 13 | | | 81 |
| Woods, Simon H | Lenox | Lenox | Indian | 29 | 35 | 308.00 | 1,896 | 8 | 8 | | | 181 |
| Worthington, Frances | Choat Spring | Grant | White | 28 | 30 | 210.00 | 1,697 | 6 | 10 | 4 | 6 | 151 |
| Williams, Theo. V | Wolf Creek | Milton | do | 20 | 30 | 120.62 | 590 | 9 | 5 | 12 | 7 | 83 |
| Windsor, I. H | Spiro | Spiro | do | 31 | 2 | 281.10 | 2,769 | 14 | 9 | 82 | 88 | 179 |
| Wilson, Carlo A | Kalih Kosoma | Alikchi | Indian | 41 | 30 | 142.13 | 1,289 | 11 | 6 | | | 96 |
| Whitehead, Bertha | Goodwater | Goodwater | White | 35 | 2 | 571.20 | 5,882 | 38 | 23 | | | 108 |
| Willcox, Sarah E | Hoyt | Hoyt | do | 21 | 2 | 26.60 | 218 | 2 | 1 | 18 | 26 | 94 |
| Waldren, Thomas | Red Oak | Redoak | do | 28 | 2 | 26.10 | 244 | 5 | 2 | 14 | 18 | 33 |

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*Small boarding schools.*

| School. | Superintendent. | Enrollment. | Amount received. | Days attendance. |
|---|---|---|---|---|
| Durant | Ebenezer Hotchkin | 70 | $1,765.85 | 7,640 |
| Gills | Emmett K. Gills | 28 | 963.82 | 4,167 |
| Big Lick | John W. Burgoyne | 45 | 1,438.72 | 6,213 |
| Old Goodland | Silas L. Bacon | 13 | 409.66 | 2,200 |
| Featherston | Lucius C. Featherston | 17 | 380.17 | 1,639 |
| Goodwater | Dixon J. McClure | 30 | 1,103.24 | 4,748 |
| Stigler | Joseph S. Stigler | 18 | 282.14 | 1,217 |
| Atoka | Edwin H. Rishel | 18 | 285.76 | 1,664 |
| Sardis | Mrs. Maye Sparks | 18 | 385.77 | 1,662 |
| Total | | 257 | 7,015.13 | 31,150 |

SUMMARY.

| | |
|---|---|
| Academies: | |
| Total enrollment | 509 |
| Average daily attendance | 439.77 |
| Total salaries paid | $20,652.27 |
| Total other expenses | $38,264.57 |
| Annual cost per pupil | $133.29 |
| Neighborhood schools: | |
| Number Indian children enrolled | 3,074 |
| Number white children enrolled | 6,244 |
| Number days attendance | 256,412 |
| Total salaries paid | $36,500.54 |
| Amount paid for text-books | $2,842.64 |
| Small boarding schools: | |
| Amount paid superintendents | $7,015.13 |
| (Other statistics are in neighborhood schools.) | |
| General: | |
| Total enrollment in schools | 9,827 |
| Total salaries paid | $57,152.81 |
| Total other expenses | $47,622.34 |
| Total cost of schools | $104,775.15 |

In the beginning of the year Mr. Eli E. Mitchell was appointed as Choctaw school representative, to work jointly with the United States school supervisor, and I am glad to report that our work has been very harmonious.

Mr. Mitchell is familiar with the customs of the Choctaw people and understands their wants and needs. He is an earnest worker and desires the advancement of his people.

My earnest endeavor shall be to administer the affairs of the schools of the Choctaw Nation with such judgment as shall tend to increase their efficiency. And in conclusion, I wish to express my appreciation of the courtesies you have shown me and of the intelligent support and cooperation you have given me.

Very respectfully,

CALVIN BALLARD,
*School Supervisor Choctaw Nation.*

Hon. JOHN D. BENEDICT,
*Superintendent of Schools for Indian Territory.*

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## REPORT OF SUPERVISOR OF CHICKASAW SCHOOLS.

TISHOMINGO, IND. T., *July 5, 1902.*

SIR: I have the honor, as school supervisor of the Chickasaw Nation, to submit the following report for the fiscal year ending June 30, 1902:

When I came upon this field, near the 1st of November last, the first quarter of the year was past and the second was well advanced. The work, as well as the field, was strange, and I was obliged to make acquaintance with both. My predecessor had left some months previous, and I found no record of his work.

Before the close of the year I had traveled over most of the ground, and visited a large proportion of the schools, some of them several times. I found among them quite a variety of character, as well as conditions.

There are five so-called academies or boarding schools, one of which—Rock Academy, near Wapanucka—more than a year ago, was condemned as unfit for use, and has not been occupied since.

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Of the others, three are let by contract for a term of five years each, the contractor agreeing to furnish board, tuition, text-books, and medical attendance for a specified sum annually, based on an assumed number of pupils, and if more attended he is allowed pro rata for the increase.

The system is a vicious one, as it places the contractor under the constant temptation to furnish an inferior service to his own profit, and the fact that, in the main, the present contractors have not yielded to this pressure is evidence rather of their honorable conduct than of the absence of motive.

At the orphans' home the superintendent is engaged for five years at a specified salary, and the expenses of the school are provided by specific appropriations of the legislature. This is much more rational and businesslike than the other plan.

The term of the superintendent, as well as those of the contractors of two of the other academies, expires this year and new appointments are to be made the coming season.

These academies are not kept in proper repair, and two of them at least have a more or less dilapidated and distressing appearance externally,.which is not relieved by internal inspection. This does not conduce to the comfort or the culture of the occupants nor inspire in them the knowledge of and desire for comfortable and pleasant homes so desirable among the people.

To this condition of things the Bloomfield Seminary is a marked and most agreeable exception, with its commodious, comfortable, and convenient buildings, its tidy, well-kept grounds, and its superior equipment. Its treatment by the legislature, though generous, is not extravagant, and could the others receive something of the same favor it would add greatly to their advantage and efficiency.

Besides the academies the Chickasaw Nation has this year sustained sixteen neighborhood or day schools. Several of these are kept in buildings which, originally very poor, are now in various stages of dilapidation, some of them containing neither table, desk, nor chair for pupil, teacher, or visitor. The seats are homemade, of plank, into which the idea of comfort has not entered in the slightest degree.

It is only just to say that several of the schools are different from these and are furnished with modern desks and seats.

In these schools the teachers are appointed by the Chickasaw superintendent and paid by the nation a uniform salary of $45 per month, except in two schools which have two teachers each, in which the salary is differently distributed.

The maximum limit of attendance at these schools, except the two last mentioned, is 35 pupils, and those who live near enough go back and forth daily, while those living farther away may be boarded near enough to the school to permit them to attend. In all cases an allowance of $10 per month for each child is paid from the National Treasury, so that many families having several children of their own in school depend upon this income for their entire living.

The more intimately I become acquainted with these schools the more strongly I become convinced that they are, as a whole, detrimental to the best interests of the Chickasaw children. In the full-blood neighborhoods, especially, they serve to separate the children from the influences which they must meet the very instant their environment changes, not only those against which they must contend, but those also whose contact would prove beneficial.

To some of these schools the children come daily, and passing through a routine of exercises not always very nutritious or stimulating they return to their homes, in many cases not hearing a word of spoken English between that which dismisses them in the evening and that which greets them the next morning on their return to school.

In a few cases Chickasaw children are attending schools with other children, and residing in the Chickasaw Nation are quite a number of Choctaw children who, if they attend school at all, must attend with white children, and to the unprejudiced observer it is clearly evident that these children make better progress than those in most of the national schools.

It should in fairness be stated that there are two or three of the national schools to which these strictures do not apply, and it so happens that they are those whose pupils themselves are members of mixed communities and whose associations outside of the school as well as within are of a general character. Some of the Chickasaws prefer sending their children to white schools, paying tuition and forfeiting a part or all of their board money, rather than send to the national schools.

If the money now paid for boarding the children could be put into improved buildings and up-to-date equipments, it would in my judgment be much more profitably invested and would produce far better educational results.

For instance, take one of these schools whose attendance is 30 pupils. At $10 per month for ten months the board would amount to $3,000. The teacher's salary together with fuel, repairs, and other expenses would at a very moderate estimate

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bring the annual cost up to $3,500. Several modes of expenditure could be suggested which would produce more profitable results.

Suppose it were applied to the tablishment of more schools in neighborhoods where the white children might attend on payment of reasonable tuition. This in a few years would furnish improved school privileges for all the children, citizen and noncitizen, in the Chickasaw Nation, except in the cities which could provide for their own.

The principal reason which I have heard given for the present condition, that the citizen children, especially the full bloods, would not receive due consideration in schools with whites, is most thoroughly 'iscredited by the facts in regard to Choctaw children in their own and in the Chickasaw Nation.

Among the teachers I find generally . faithful devotion to their work which is very commendable, but the lack of training for that work along the lines of principles and methods is too plainly evident.

The examinations recently provided are improving the scholarship of the teachers, but much greater stress should be placed upon the ability to teach, which unfortunately may not be safely implied from the power to analyze correctly an intricate sentence, or to solve a difficult mathematical problem.

Last summer the first normal teachers' institute was held at this place, but owing to various unfavorable conditions the attendance was not as large as hoped for. Its results are, however, evident in many directions, and preparations are making for one to be held next month which is expected to be larger and more efficient.

I would recommend that each year some specified book relating to theory and practice of teaching be made, in part at least, the basis of that work in the teachers' institute and in the work required for certificates. I would also recommend the establishment of three grades of teachers' certificates, good for one, two, and three years, respectively, those for the longer terms to be granted only after practical proof of pedagogical ability.

I think it also desirable that all school boards, especially those having charge of schools supported by taxes, should require of their teachers the certificate of the Chickasaw examining board or its recognized equivalent.

The uniform salary paid to the teachers in the neighborhood schools indicates a failure to recognize degrees of qualification and merit, and thus discourages advancement. The grading of certificates, as already suggested, would afford a convenient and appropriate basis for regulating compensation and at the same time stimulate improvement.

The delay in the payment of the Chickasaw school warrants is the cause of a great deal of inconvenience and dissatisfaction. This delay resulted from irregularities in the records, and the holders of these warrants in many cases disposed of them at a discount varying from 20 to 50 per cent. Most of them were made to the contractors of the academies, the teachers in the neighborhood schools, and to parents and others for the board of the children attending school. In many cases they have been disposed of for family supplies, and many were bought for speculative purposes, and no payment from the treasury had been made upon them for nearly three years.

On the 1st day of February last payment upon them was begun, and all issued prior to September 1, 1901, which have been presented and approved have been paid. A call has been made for those subsequently issued, but the list is not yet perfected.

The educational destitution of the white children in the nation is deplorable in the extreme. Some of the incorporated cities are struggling with heroic effort, and in most cases with very commendable success, to sustain free public schools, but as these must be supported by voluntary tax on personal property, the terms in most cases are short, and the accommodations as regards both buildings and equipments are greatly inadequate.

These are frequently supplemented by pay schools, usually taught in the same buildings and by the same teachers and held just before or after the terms of the public schools, and in many cases the work of the two is continuous.

It is encouraging to note that the number of free public schools is continually increasing, and that other cities are added to the list with each succeeding year, and once tried the plan is rarely relinquished.

The recent provision by Congress, which permits cities having sufficient population to issue bonds for school purposes, is already having its effect, and several of them have already taken steps toward securing its advantages, especially in the erection of new and improved buildings.

It is plainly observable that as a class the public schools are of a much better grade and are doing more efficient work than the pay or subscription schools, though a few of these are excellent, and it would certainly be an injustice to several private and denominational schools not to recognize the excellence of the work done in them.

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Worthy of mention among these are El Meta Bond College, at Minco; St. Elizabeth's Convent, at Purcell; Hargrove College, at Ardmore; and Scarborough Institute, at Ada. These are all struggling against many obstacles to erect and maintain a higher standard of education than that generally prevalent in the nation.

It is in the sparsely settled regions that the greatest destitution prevails. The population is largely nomadic, and the chaotic financial conditions which prevail do not encourage the pay school, so there are thousands of children growing up in the nation who never see the inside of a schoolhouse, nor find outside any compensation for their destitution.

The extremely limited jurisdiction of the Government in the Chickasaw schools affords little opportunity for its officials to exert any influence over them, and while defects may be observed they can not be remedied.

The statistics at my command are exceedingly fragmentary and imperfect and capable of conveying no useful information. With your permission I will omit them from this report.

My visitation of schools has by no means been confined to the nationals, but I have tried to see as many as possible of all descriptions, and I have without exception been cordially received by the teachers; and the invitation to come again, almost invariably extended, I am satisfied was not mere formality.

From Superintendent Mosely I have received full official courtesy, and whatever of information or assistance I have asked of him has been cheerfully given if in his power, and our plan to visit schools together during the winter was interrupted by his own illness and that of his family.

To you, sir, I am indebted for many kindly offices, much helpful assistance, and unlimited patience.

Respectfully submitted.

GEO. BECK,
*School Supervisor for Chickasaw Nation.*

JOHN D. BENEDICT,
*Superintendent of Schools for Indian Territory.*

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## REPORT OF THE REVENUE INSPECTOR IN THE INDIAN TERRITORY.

MUSKOGEE, IND. T., *July 1, 1902.*

SIR: Complying with instructions to submit to you an annual report showing the work done by the revenue inspector in connection with the collection of revenues in the various nations, I have the honor to respectfully submit the following:

During the past year the present revenue inspector has at all times had supervision of the collection of the Creek revenues, and has had charge of the supervision of the Cherokee revenues since September 1, 1901, and during the month of June he has performed some duties in connection with the collection of the Chickasaw cattle tax.

### TRADER AND OCCUPATION TAX, CREEK NATION.

The total amount of funds received by the United States Indian agent during the fiscal year ending June 30, 1902, from this source was $8,366.32. The method of collecting the tax during the year just ended has been as follows: At the beginning of each quarter written demand has been made on all persons subject to this tax requiring payment to the United States Indian agent within ten days, and such demand has been followed up by personal demand made upon the delinquents by the revenue inspector or district revenue inspector at or near the expiration of the ten days specified by the written demand.

Records are kept in my office, made up from information secured by personal investigation and the duplicate statements which accompany remittances to the United States Indian agent, affording a systematic check on all work done by this office and all moneys received by the United States Indian agent so far as the revenues of Creek Nation are concerned. The receipts covered above under this head were practically all received prior to April 1, 1902, since which time the receipts have been extremely small. This is attributable to a clause in the Indian appropriation act, approved May 27, 1902, which provides:

> That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties.

The above clause has virtually suspended the collection of the trader and occupation tax in the Creek and Cherokee nations, as practically all persons subject to this

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tax are in lawful possession of town property, and in enforcing the collection of these taxes the only penalty has been removal for nonpayment. The receipts from this source for the coming year will be extremely small.

### COLLECTION OF REVENUE FROM CATTLEMEN AND OTHERS.

Rent to the amount of $5,082.25 has been received by the United States Indian agent during the past year from cattlemen and others, the same having been tendered as rent on the unselected part of their various inclosures, in accordance with the provisions of the regulations promulgated by the honorable Secretary of the Interior under date of July 23, 1901, which are in part as follows:

That parties desiring to introduce or graze cattle upon the public domain of the Creek Nation shall first make application to the United States Indian inspector for the Indian Territory, and shall pay to the United States Indian agent, Union Agency, the rate of $1 per head for cattle desired to be grazed thereon, which amount shall be paid prior to the time the cattle are so introduced; and that a description of such cattle, including the brands, together with any other desired information, shall be furnished; and that parties so introducing cattle shall agree to take such measures as may be necessary to prevent cattle so introduced from infringing upon the lands of adjoining allottees.

Where cattle are confined to fenced inclosures or pastures, part of which has been selected and leased by individual citizens, a grazing tax on the unselected portion of said pasture shall be based on a full, fair rental, provided such rental shall in no case be less than 15 cents per acre; and provided further, that in instances where any or all of the provisions herein enumerated are not complied with, such cattle shall be removed from the limits of the Creek Nation by the Indian agent, and the amount previously paid for grazing shall be forfeited.

The enforcement of these regulations has, in my judgment, been of great value to the Department, as well as the Creek Nation and the cattlemen. Many new pastures have been selected and many additional settlements have been outlined for the present grazing season, and the receipts under this head for the coming year should greatly exceed those shown above.

### ROYALTY ON COAL.

The amount received for the benefit of the Creek Nation as royalty on coal mined during the past year is $2,761.20.

The principal mines are located at Howard, 3 miles east of Tulsa and in the vicinity of Henryetta, and have been operated under temporary permits. There are many valuable coal deposits within the limits of the Creek Nation, and oil has been discovered in several localities, notably in the vicinity of Red Fork, and much speculation is at present being indulged in with a view of controlling the future disposition of the mineral deposits.

In addition to the work outlined above, much has been done in preventing illegal coal mining, the cutting of hay, and the grazing of stock on the public domain, and a great variety of investigations and reports have been made, covering illegal land holdings, removal of Creek intruders, and such other matters as you have seen fit to assign me.

The total sum received by the United States Indian agent for the benefit of the Creek Nation is as follows:

| | |
|---|---|
| Coal royalty | $2,761.20 |
| Pasture and cattle tax | 5,087.85 |
| Merchandise and occupation tax | 8,366.32 |
| Total | 16,215.37 |

The total expenses for the past year for salary and per diem, traveling expenses, clerical assistance, etc., amounted to $2,814.57, which shows a great reduction in the expenses for the current year as compared with the previous year.

I have been assisted in the work of the collection of the Creek revenues by a clerk and one district revenue inspector.

### MERCHANDISE TAX IN THE CHEROKEE NATION.

The amount of revenue received from this source during the past year amounts to $3,375.68, practically all of which was received during the first three quarters of the year, and the same remarks apply to the future collection of this tax as made in connection with the trader and occupation tax in the Creek Nation.

### HAY ROYALTY.

There is a royalty of 20 cents per ton due on all hay shipped from the Cherokee Nation. The amount of revenue received from this source during the past year amounts to $7,422.31.

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As reported last year, this still continues to be one of the most hotly contested sources of revenue with which I have to contend, although I am pleased to report to you that the arrangements for its collection have not hitherto been so complete. The hay industry in the Cherokee Nation has already grown to great proportions, and, with the decline of the cattle business, large areas are devoted to this crop that were formerly used for grazing; at least 25 immense storage barns have been erected at points along the several railroads, nearly all of which are owned by noncitizens. Nearly all the railroads operating in the Cherokee Nation issued an order to their agents not to receive hay for shipment unless the royalty was paid, and it is my opinion that at the present time and during the past year very little hay has been exported from the Cherokee Nation without payment of tax imposed; some, however, has been hauled across the border in wagons and has avoided the payment of the tax.

### FERRY LICENSE.

Section 739 of the laws of the Cherokee Nation is as follows:

Any person desirous of keeping a public ferry shall first be required to obtain a license for the purpose from the national treasurer, and for which he shall pay annually, in advance, the following tax, to wit: For a ferry on the Arkansas and Canadian rivers, the sum of $25 per annum; on the Illinois, Grand, Verdigris, and "Neosho" rivers, the sum of $10 per annum.

I have made diligent inquiry into this subject from time to time and have secured the payment of several license fees. Exact information concerning the owners of ferryboats is hard to obtain, for the reason that the boats frequently change ownership and some of the ferries are operated in season of high water only. My observation is that no list of ferry operators would be correct as to names for many months in succession. The receipts during the year from this source have been $225.

### ROYALTY ON GRAVEL.

You will observe in the appropriate place herein that the sum of $236.52 has been collected as a royalty on gravel during the past year. This item of revenue arises from 2 cents per cubic yard for gravel taken from the banks of the Grand River near Fort Gibson by the Missouri Pacific Railway Company, to be used as ballast for the tracks of that road. While the amount from this source is not large up to the present time, I am informed by the officers of the railroad that it is the policy of the company to use a considerable quantity in the future. The gravel is easy of access and of excellent quality for the purpose, and the supply is almost unlimited.

### CATTLE TAX.

The Cherokee act to prevent the introduction of cattle into the Cherokee Nation is as follows:

Whereas, the introduction of cattle into the Cherokee Nation from various States and Territories of the United States brings a disease known as Texas fever, for the prevention and cure of which no adequate remedy has been found; and

Whereas the introduction of cattle into the Cherokee Nation and the promiscuous grazing of same upon the public domain during certain seasons has practically destroyed the home industry of native cattle and placed the farmers at the mercy of the larger cattle dealers: Therefore,

*Be it enacted by the national council*, That it shall be unlawful for any person to introduce cattle of any kind whatever into the Cherokee Nation from any State or Territory of the United States or any other Indian territory for the purpose of holding or grazing them upon the public domain of the Cherokee Nation, whether the same be inclosed or otherwise: *Provided*, That citizens of the Cherokee Nation may introduce cattle between the 1st day of December and the 28th day of February of the following year, by paying 50 cents per head for each and every head of cattle so introduced.

*Be it further enacted*, That it shall be the duty of the principal chief of the Cherokee Nation to report all violations of the above section to the Indian agent at Muskogee, Ind. T., or other proper authority of the United States, with the request that said violators of said section be proceeded against as provided in section 2117 of the Revised Statutes of the United States, and that they and the cattle so introduced in violation of said section be removed from within the limits of the Cherokee Nation.

*Be it further enacted*, That all moneys collected under the provisions of this act, after paying the necessary expenses, shall be placed by the Indian agent to the credit of the school fund of the Cherokee Nation.

Approved by principal chief November 28, 1900.

Approved by President December 27, 1900.

And no payments have been received during the past year under such act, owing to the fact that there was a great scarcity of feed in the Cherokee Nation during the months when cattle could have been legally brought into the Cherokee Nation by Cherokee citizens, and such cattle as were introduced into the Cherokee Nation were introduced after the time prescribed under the act set forth above and in violation of law. Many investigations covering such cattle have been made and much time

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has been devoted to this work, and while it has not produced any revenue it has resulted in much benefit to the Cherokee Nation by preventing the introduction of a vast number of Southern cattle infected with fever.

*Summary of receipts.*

| | |
|---|---|
| Coal royalty | $5,339.57 |
| Hay royalty | 7,422.31 |
| Merchandise tax | 3,375.68 |
| Gravel tax | 236.52 |
| Ferry tax | 225.00 |
| Timber royalty | 461.00 |
| Total | 17,060.08 |

The total expense incurred by me in connection with the collection of the Cherokee revenues and the performance of such other duties as you have seen fit to delegate to me has amounted to $2,598.84. I have been assisted in the work of the collection of the Cherokee revenues by a clerk and one district revenue inspector.

CHICKASAW CATTLE TAX.

Under the provisions of the regulations of the honorable Secretary of the Interior promulgated June 3, 1902, the work of collecting the Chickasaw cattle tax was organized, the plan followed being to personally serve on each noncitizen owner of cattle a written demand for payment within ten days from date of such demand, together with copy of such regulations and duplicate statements to assist cattlemen in making their remittances to the United States Indian agent's office. (See Appendix No. 16, Inspector Wright's report.)

The first formal services were had about June 21, 1902, and while the ten-day limit specified therein has not at this time expired in any one case, numerous remittances, amounting to $1,160.75, have been received by the United States Indian agent's office.

In some parts of the Chickasaw Nation payments will be readily made, but in other localities the feeling against this tax is extremely bitter.

Very respectfully,

GUY P. COBB, *Revenue Inspector.*

Hon. J. GEO. WRIGHT,
*United States Indian Inspector for Indian Territory.*

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## REPORT OF THE MINING TRUSTEES FOR THE CHOCTAW AND CHICKASAW NATIONS.

SOUTH MCALESTER, IND. T., *August 29, 1902.*

SIR: We have the honor to respectfully submit herewith our report for the fiscal year ended June 30, 1902.

The following statements give the names of individuals and companies who are mining coal and asphalt in the Choctaw and Chickasaw nations:

*Coal operators.*

| Name of operator. | Mines at— | Principal office. |
|---|---|---|
| Adkins, Charles G | Cameron, Ind. T | Cameron, Ind. T. |
| Arkansas-McAlester Coal Co | McAlester and Haileyville, Ind. T. | Kansas City, Mo. |
| Atoka Coal and Mining Co | Lehigh, Ind. T | St. Louis, Mo. |
| Bache & Denman | Red Oak, Ind. T | Alderson, Ind. T. |
| Busby, William | Baker and Alderson, Ind. T | Parsons, Kans. |
| Capital Coal and Mining Co | Savanna, Ind. T | Savanna, Ind. T. |
| Choctaw Coal and Mining Co | Sutter, Ind. T | Sutter, Ind. T. |
| Choctaw Mining and Mercantile Co | Savanna, Ind. T | Savanna, Ind. T. |
| Caston Coal Co.[a] | Wister, Ind. T | McAlester, Ind. T. |
| Choctaw, Oklahoma and Gulf R. R. Co | Alderson, Hartshorne, and Gowen, Ind. T. | Little Rock, Ark. |
| Degnan & McConnell | Wilburton, Ind. T | Wilburton, Ind. T. |
| Devlin-Wear Coal Co | Poteau, Ind. T | Topeka, Kans. |

[a] Operations suspended in September, 1901.

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*Coal operators*—Continued.

| Name of operator. | Mines at— | Principal office. |
|---|---|---|
| Edwards & Son, D | Kiowa, Ind. T | Kiowa, Ind. T. |
| Folsom-Morris Coal Mining Co | Lehigh, Ind. T | Ardmore, Ind. T. |
| Ford, M. A | Ardmore, Ind. T | Do. |
| Hailey Coal and Mining Co | Haileyville, Ind. T | Haileyville, Ind. T. |
| Kansas and Texas Coal Co | Carbon, Ind. T | St. Louis, Mo. |
| Kiowa Coal Co | Kiowa, Ind. T | Muskogee, Ind. T. |
| Mexican Gulf Coal and Transportation Co. [a] | Howe, Ind. T | St. Louis, Mo. |
| Milby & Dow Coal and Mining Co.[a] | Dow, Ind. T | Houston, Tex. |
| McAlester Coal Mining Co | Buck, Ind. T | Buck, Ind. T. |
| McMurray, John F | Baker, Ind. T | S. McAlester, Ind. T. |
| McAlester and Galveston Coal Mining Co | McAlester, Ind. T | McAlester, Ind. T. |
| McEvers, H. Newton | do | Do. |
| McDougall, J. B | Coalgate, Ind. T | Coalgate, Ind. T. |
| McDougall Co | do | Do. |
| Ola Coal and Mining Co.[a] | Ola, Ind. T | Ola, Ind. T. |
| Osage Coal and Mining Co | Krebs, Ind. T | St. Louis, Mo. |
| Ozark Coal and Rwy. Co | Panama, Ind. T | Panama, Ind. T. |
| Perona, Mike | Savanna, Ind. T | Savanna, Ind. T. |
| Perry Brothers | Coalgate, Ind. T | Coalgate, Ind. T. |
| Sans Bois Coal Co | McCurtain, Ind. T | Fort Smith, Ark. |
| Samples Coal and Mining Co | McAlester, Ind. T | McAlester, Ind. T. |
| St. Louis and Galveston Coal and Mining Co | Lehigh, Ind. T | St. Louis, Mo. |
| Southwestern Coal and Improvement Co | Coalgate, Ind. T | Parsons, Kans. |
| Turkey Creek Coal Co | Hughes, Ind. T | Hughes, Ind. T. |
| Wilburton Coal and Mining Co.[a] | Wilburton, Ind. T | Parsons, Kans. |

[a] Operations of these four companies carried on under contract on approved leases of Choctaw, Oklahoma and Gulf Railroad Company.

*Asphalt operators.*

| Name of operator. | Mines at— | Principal office. |
|---|---|---|
| Brunswick Asphalt Co | Dougherty, Ind. T | New York City. |
| Caddo Asphalt Mining Co.[a] | Ardmore, Ind. T | Do. |
| Choctaw Asphalt Co | Antlers, Ind. T | St. Louis, Mo. |
| Downard Asphalt Co | Ardmore, Ind. T | Lima, Ohio. |
| Elk Asphalt Co | Elk, Ind. T | New York City. |
| Farmer Asphalt Co | Victor, Ind. T | Roff, Ind. T. |
| Gilsonite Roofing and Paving Co | Dougherty, Ind. T | St. Louis, Mo. |
| Mills, Geo. A. H | Ravia, Ind. T | Do. |
| Rock Creek National Asphalt Co | Dougherty, Ind. T | Topeka, Kans. |
| Schneider, M. & A | Woodward, Ind. T | Ardmore, Ind. T. |
| Tar Spring Asphalt Co | Comanche, Ind. T | Comanche, Ind. T. |

[a] Lease canceled by Department April 3, 1902.

COAL ACREAGE LEASED.

The total number of acres of land covered by coal leases approved during the year is 23,640, as shown by the following statement:

| Name of lessee. | Number of leases. | Land leased. |
|---|---|---|
| | | *Acres.* |
| Arkansas-McAlester Coal Co | 1 | 960 |
| Atoka Coal and Mining Co | 1 | 720 |
| Bache & Denman | 1 | 960 |
| Chambers, Thomas H | 1 | 960 |
| Capital Coal and Mining Co | 1 | 960 |
| Essen Coal Co | 1 | 960 |
| Hailey Coal and Mining Co | 2 | 1,920 |
| Kansas and Texas Coal Co | 4 | 3,840 |
| Le Bosquet Coal and Mining Co | 1 | 960 |
| McDougall Co | 1 | 960 |
| Southwestern Coal and Improvement Co | 10 | 9,480 |
| Turkey Creek Coal Co | 1 | 960 |
| Total | 25 | 23,640 |

RECAPITULATION.

| | |
|---|---|
| Total number of acres of land covered by coal leases approved during fiscal year ended June 30, 1902 | 23,640 |
| Total number of acres of land covered by coal leases approved previous to July 1, 1901 | 73,740 |
| Total number of acres of land covered by approved coal leases June 30, 1902 | 97,380 |



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### ASPHALT ACREAGE LEASED.

During the year the only asphalt lease approved was that of the Choctaw Asphalt Company, of St. Louis, Mo., for 960 acres, and the following statement shows that the total number of acres of land covered by approved asphalt leases on June 30, 1902, was 4,320.

| | |
|---|---|
| Total number of acres of land covered by asphalt leases approved during fiscal year ended June 30, 1902 | 960 |
| Total number of acres of land covered by asphalt leases approved previous to July 1, 1901 | 4,320 |
| Grand total | 5,280 |
| Less one lease of 960 acres canceled during fiscal year ended June 30, 1902 | 960 |
| Total number of acres covered by asphalt leases on June 30, 1902 | 4,320 |

### RECAPITULATION.

[Showing coal and asphalt acreage leased.]

| | |
|---|---|
| Total number of acres of land covered by approved coal leases on June 30, 1902 | 97,380 |
| Total number of acres of land covered by approved asphalt leases on June 30, 1902 | 4,320 |
| Total number of acres of land covered by approved coal and asphalt leases on June 30, 1902 | 101,700 |

### ROYALTY ON COAL AND ASPHALT.

The royalty on coal and asphalt is the same as it was at the date of our last annual report, namely:

On coal, 8 cents a ton on all coal mined, including slack.

On asphalt, 60 cents a ton on refined and 10 cents a ton on crude asphalt.

### COAL AND ASPHALT ROYALTY.

The following statements, on pages 290–292, show the total amounts of coal and asphalt mined and the total amounts of royalty paid by each coal and asphalt operator in the Choctaw and Chickasaw nations during the fiscal year ended June 30, 1902.

*Statement showing total amount of coal mined and royalty paid by each operator in Choctaw and Chickasaw nations, Indian Territory, for fiscal year ended June 30, 1902, at 8 cents a ton.*

| Name of operator. | Coal mined. | Royalty paid. |
|---|---|---|
| | *Tons.* | |
| Atoka Coal and Mining Co | 313,434.6 | $25,074.77 |
| Adkins, Charles G | 1,320.15 | 105.61 |
| Arkansas-McAlester Coal Co | 17,874.2 | 1,429.93 |
| Bache & Denman | 1,955.15 | 156.41 |
| Busby, William | 15,584 | 1,246.72 |
| Busby, William [a] | 12,628 | 1,010.24 |
| Capital Coal and Mining Co | 8,407 | 672.56 |
| Choctaw Coal and Mining Co | 40,837 | 3,266.96 |
| Choctaw Mining and Mercantile Co | 18,926 | 1,514.08 |
| Choctaw, Oklahoma and Gulf R. R. Co | 490,589 | 39,247.12 |
| Caston Coal Co | 774 | 61.94 |
| Degnan & McConnell | 173,213 | 13,857.04 |
| Devlin-Wear Coal Co | 66,451 | 5,316.08 |
| Edwards & Son, D | 13,422 | 1,073.76 |
| Folsom-Morris Coal Mining Co | 22,709 | 1,816.72 |
| Ford, M. A | 778 | 62.24 |
| Hailey Coal and Mining Co | 65,003 | 5,200.24 |
| Kansas and Texas Coal Co | 104,454.975 | 8,356.40 |
| Kiowa Coal Co | 81.13 | 6.49 |
| Mexican Gulf Coal and Transportation Co. [a] | 90,805 | 7,264.40 |
| Missouri, Kansas and Texas Coal Co | 581 | 46.48 |
| Milby & Dow Coal and Mining Co. [a] | 103,906 | 8,312.48 |
| Moore, John G | 20 | 1.60 |
| McMurray, John F | 15,315.5 | 1,225.24 |
| McAlester Coal Mining Co | 100,240 | 8,019.20 |
| McAlester and Galveston Coal Mining Co | 5,615 | 449.20 |
| McEvers, H. Newton | 9,264 | 741.12 |
| McDougall, J. B | 82,048 | 6,563.84 |
| McDougall Company | 3,604 | 288.32 |
| Ola Coal and Mining Co. [a] | 73,969.75 | 5,917.58 |
| Osage Coal and Mining Co | 264,407 | 21,152.58 |

[a] Operations of these companies carried on under contract on approved leases of Choctaw, Oklahoma, and Gulf R. R. Co.

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*Statement showing total amount of coal mined and royalty paid by each operator in Choctaw and Chickasaw nations, Indian Territory, etc.*—Continued.

| Name of operator. | Coal mined. | Royalty paid. |
|---|---|---|
| | *Tons.* | |
| Ozark Coal and Rwy. Co | 25,489 | $2,039.12 |
| Perona, Mike | 122 | 9.76 |
| Perry Brothers | 126,314 | 10,105.12 |
| San Bois Coal Co | 6,320.5 | 505.64 |
| Southwestern Coal and Improvement Co | 251,148 | 20,091.84 |
| Samples Coal and Mining Co | 50,884 | 4,070.72 |
| St. Louis-Galveston Coal and Mining Co | 5,778 | 462.24 |
| Turkey Creek Coal Co | 17,154 | 1,372.32 |
| Watkins, Leslie | 94.5 | 7.56 |
| Wilburton Coal and Mining Co.[a] | 133,845 | 10,707.60 |
| Grand total | 2,735,365.455 | $218,829.27 |

[a] Operations of these companies carried on under contract on approved leases of Choctaw, Oklahoma, and Gulf R. R. Co.

*Comparison.*

| | Tons. | Royalty. |
|---|---|---|
| Total amount of coal mined during fiscal year ended June 30, 1902 | 2,735,365.455 | $218,829.27 |
| Total amount of coal mined during fiscal year ended June 30, 1901 | 2,398,156.02 | 191,852.50 |
| Increase | 337,209.435 | 26,976.77 |

*Statement showing total amount of asphalt mined and royalty paid by each operator in Choctaw and Chickasaw nations, Indian Territory, for fiscal year ended June 30, 1902, at 10 cents a ton.*

| Name of operator. | Asphalt mined. | Royalty paid. |
|---|---|---|
| | *Tons.* | |
| Brunswick Asphalt Co | 931 | $93.10 |
| Busch, Baxter & Spencer | 123 | 12.30 |
| Caddo Asphalt Mining Co | 0 | 0 |
| Choctaw Asphalt Co | 0 | 0 |
| Downard Asphalt Co | 1,048 | 104.80 |
| Elk Asphalt Co | 0 | 0 |
| Farmer Asphalt Co | 66 | 6.60 |
| Gilsonite Roofing and Paving Co | 2,158 | 215.80 |
| Mills, George A. H | 211.5 | 21.15 |
| Moulton, George D | 191 | 19.10 |
| Rock Creek Natural Asphalt Co | 375.7 | 37.57 |
| Schneider, M. & A | 0 | 0 |
| Tar Spring Asphalt Co | 0 | 0 |
| Williams, Boone | 0 | 0 |
| Total | 5,104.2 | 510.42 |

*Comparison.*

| | Tons. | Royalty. |
|---|---|---|
| Total amount of asphalt mined during fiscal year ended June 30, 1902 | 5,104.2 | $510.42 |
| Total amount of asphalt mined during fiscal year ended June 30, 1901 | 3,492.97 | 349.30 |
| Increase | 1,611.23 | 161.12 |

RECAPITULATION OF COAL AND ASPHALT OUTPUT FOR 1902.

| Mineral. | Amount mined. | Royalty paid. |
|---|---|---|
| | *Tons.* | |
| Coal | 2,735,365.455 | $218,829.27 |
| Asphalt | 5,104.2 | 510.42 |
| Grand total | 2.740,469.655 | $219,339.69 |

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*Comparison.*

| | Coal and asphalt. | Royalty. |
|---|---|---|
| | *Tons.* | |
| Total amount of coal and asphalt mined during fiscal year ended June 30, 1902 | 2,740,469.655 | $219,239.69 |
| Total amount of coal and asphalt mined during fiscal year ended June 30, 1901 | 2,401,648.99 | 192,201.80 |
| Increase | 338,820.665 | $27,137,89 |

ROYALTY ON BOILER COAL.

March 1, 1901, Mr. R. M. McDowell, vice-president and general manager of the Atoka and Osage Coal and Mining companies, submitted a petition to the Department on behalf of the coal operators of the Choctaw Nation, requesting

* * * a modification of the existing rules whereby royalty will not be exacted on coal consumed about the mines for generating steam, or other mechanical purposes in the conduct of mining operations.

May 17, 1901, the petition was referred to us for our recommendation. June 1, 1901, we recommended that the operators be required to pay royalty on the coal used under their boilers. July 20, 1901, the Department decided that royalty should be paid on this class of coal, and on July 27, 1901, each operator was so advised.

We made a special examination of the books of each operator to determine whether or not royalty was being paid on all boiler coal. We found that all operators had been and were paying royalty on this class of coal, with the exception of the Choctaw, Oklahoma and Gulf Railroad Company, Hailey Coal and Mining Company, Ola Coal and Mining Company, Osage Coal and Mining Company, and Atoka Coal and Mining Company, and the following statement shows the total amount of boiler coal used, the amount of royalty due at 8 cents a ton, and the period within which such coal was used:

| Name. | From— | To— | Total amount. | Royalty due at 8 cents per ton. |
|---|---|---|---|---|
| | | | *Tons.* | |
| Choctaw, Oklahoma and Gulf R. R. Co | Mar. 1, 1900 | July 31, 1901 | 27,618 | $2,209.44 |
| Hailey Coal and Mining Co | do | May 31, 1901 | 2,212 | 176.96 |
| Ola Coal and Mining Co | do | Dec. 31, 1900 | 750 | 60.00 |
| Osage Coal and Mining Co | do | June 30, 1901 | 7,909 | 632.72 |
| Atoka Coal and Mining Co | do | do | 7,373 | 589.84 |
| Total | | | 45,862 | 3,668.96 |

The royalty shown to be due in the foregoing statement has been paid, and in our examination of the books of the several operators we are careful to see that they pay royalty on their boiler coal.

MINING PERMITS.

*For coal.*—During the year informal coal-mining permits have been granted under a ruling of the Department dated January 18, 1900. Under these permits parties may mine coal for home use and local trade without giving bond, but are required to pay a royalty of 8 cents a ton each month on their output, in accordance with the regulations of the Department. These permits are granted by Inspector Wright on our recommendation, and during the year the following permits have been granted:

| Name. | Address. | Date of permit. |
|---|---|---|
| Adkins, Charles G. [a] | Cameron, Ind. T | Aug. 14, 1901 |
| Brewer Mining Co. [b] | Muskogee, Ind. T | Feb. 7, 1902 |
| Fahey & Ansley [c] | McAlester, Ind. T | Nov. 25, 1901 |
| Kiowa Coal Co. [d] | Muskogee, Ind. T | Feb. 7, 1902 |
| Sarlls, R. [d] | S. McAlester, Ind. T | Aug. 14, 1901 |
| Watkins, Leslie [e] | Bokoshe, Ind. T | Feb. 28, 1902 |

[a] Lease approved July 23, 1902.
[b] Application for lease approved.
[c] Application for lease approved under name of Standard Coal Company.
[d] Application for lease now pending.
[e] Application for lease disapproved.

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May 22, 1902, the coal permits of Mr. Joel G. Reeder, of Folsom, Ind. T., and of Mr. I. W. Folsom, of Ardmore, Ind. T., were canceled, because their output was not satisfactory to the Department.

*For asphalt.*—August 14, 1901, the Department decided to approve no more leases to mine asphalt in the Choctaw and Chickasaw nations, but to issue informal mining permits to parties who desired to develop asphalt.

During the year asphalt permits have been granted as follows:

| Name. | Address. | Date of permit. |
|---|---|---|
| Busch, Baxter & Spencer[a] | St. Louis, Mo | Aug. 20, 1901 |
| Farmer Asphalt Co.[b] | Roff, Ind. T | Nov. 12, 1901 |
| Gilsonite Roofing and Paving Co.[c] | St. Louis, Mo | Sept. 12, 1901 |
| Mills, Geo. A. H.[b] | do | Sept. 5, 1901 |
| Rock Creek Natural Asphalt Co.[b] | Topeka, Kans | Aug. 14, 1901 |
| Williams, Boone[d] | Lehigh, Ind. T | Do. |

[a] Lease approved in name of Choctaw Asphalt Company.
[b] Application for lease approved.
[c] Lease now pending before Department.
[d] Application for lease disapproved.

### CADDO ASPHALT MINING COMPANY'S LEASE CANCELED.

April 3, 1902, the lease of the Caddo Asphalt Mining Company, of New York City, was canceled by the Department.

This company's lease was approved by the Department on April 21, 1900, and to and including the date of cancellation it had mined no asphalt.

### APPROVED LEASES TRANSFERRED.

*D. Edwards & Son.*—December 10, 1901, the Secretary of the Interior approved the assignment by Messrs. D. Edwards & Son of their approved coal lease No. 3 to the Arkansas-McAlester Coal Company, a corporation under the laws of the State of Missouri.

*Arkansas-McAlester Coal Company.*—The Arkansas-McAlester Coal Company held two approved coal leases, one made in its own name and approved by the Department on October 1, 1901, and one transferred to it by Messrs. D. Edwards & Son, which transfer was approved by the Department on December 10, 1901.

The Arkansas-McAlester Coal Company changed its corporate name to Bolen-Darnall Coal Company and made application to the Department to have its two approved coal leases transferred to the new corporation. The agreements of transfer were executed by us and the Bolen-Darnall Coal Company on March 3, 1902, and approved by the Secretary of the Interior on July 8, 1902.

The following statements show the applications and the leases that have passed through our office and been acted on by the Department during the year:

*Applications reported by mining trustees.*

| Name of applicant. | Mineral. | Applications. | |
|---|---|---|---|
| | | Applied for. | Recommended. |
| Adkins, Charles G | Coal | 1 | 1 |
| Arkansas-McAlester Coal Co | do | 1 | 1 |
| Abbott, J. R | do | 1 | 0 |
| Atlas Slate and Coal Co | do | 1 | 0 |
| Atoka Coal and Mining Co | do | 1 | 1 |
| Ardmore Coal and Power Co | do | 1 | 1 |
| Black Diamond Coal Co | do | 1 | 0 |
| Blair, William | do | 1 | 0 |
| Black Diamond Coal and Coke Co | do | 1 | 1 |
| Bonham, R. A | do | 1 | 1 |
| Brewer Mining Co | do | 1 | 1 |
| Bache & Denman | do | 1 | 1 |
| Black, William H | do | 1 | 0 |
| Bohn Mining Co | do | 1 | 0 |
| Capital Coal and Mining Co | do | 2 | 2 |
| Choctaw Asphalt Co | Asphalt | 1 | 1 |
| Choctaw Coal and Coke Co | Coal | 1 | 1 |
| Carlisle Coal Co | do | 1 | 1 |

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*Applications reported by mining trustees*—Continued.

| Name of applicant. | Mineral. | Applications. | |
|---|---|---|---|
| | | Applied for. | Recommended. |
| Chambers, Thomas H. [a] | Coal | 1 | 1 |
| Essen Coal Co | do | 1 | 1 |
| Elliott Coal Co | do | 2 | 2 |
| Fordyce, S. W | do | 1 | 0 |
| Ferguson, J. B | do | 1 | 0 |
| Fahey & Ansley [a] | do | 1 | 1 |
| Farmer Asphalt Co | Asphalt | 1 | 1 |
| Folsom-Morris Coal Mining Co | Coal | 1 | 1 |
| Frisco Asphalt Co | Asphalt | 1 | 0 |
| Gilsonite Roofing and Paving Co | do | 1 | 1 |
| Gaines Creek Coal Co | Coal | 1 | 0 |
| Hailey Coal and Mining Co. [b] | do | 2 | 2 |
| Johnson Co | do | 1 | 1 |
| Kiowa Coal Co | do | 1 | 1 |
| Kiowa-McAlester Coal Co | do | 1 | 1 |
| Le Bosquet Coal and Mining Co | do | 1 | 1 |
| Mills, Geo. A. H | Asphalt | 1 | 1 |
| Milby & Dow Coal and Mining Co | Coal | 2 | 2 |
| Mayo, Dave | do | 1 | 0 |
| Mazzard Coal and Mining Co | do | 1 | 1 |
| Oklahoma-Chickasaw Asphalt Co | Asphalt | 1 | 0 |
| Ohio Coal Co | Coal | 1 | 1 |
| Osage Coal and Mining Co | do | 1 | 1 |
| Perry Brothers | do | 2 | 0 |
| Parsons Coal and Mining Co | do | 1 | 1 |
| Pennsylvania Coal Co | do | 1 | 1 |
| Pettis, Wm. Spencer | do | 1 | 0 |
| Southwestern Coal and Improvement Co. [b] | do | 10 | 10 |
| Southern Coal Co | do | 1 | 0 |
| Spiro Coal and Mining Co | do | 1 | 0 |
| Sebastian Asphalt Mining Co | Asphalt | 1 | 0 |
| Standard Coal Co | Coal | 1 | 1 |
| Torrence, L. C | do | 1 | 0 |
| Tobucksy Coal Co | do | 1 | 0 |
| Trinidad Asphalt Manufacturing Co | Asphalt | 1 | 1 |
| Tobucksy Mining Co | Coal | 1 | 1 |
| Todd, James S | do | 1 | 1 |
| Williams & Davies | do | 1 | 0 |
| Webster & Whitesell [a] | Asphalt | 1 | 0 |
| Williams, Boone | do | 1 | 0 |
| Watkins, Leslie | Coal | 1 | 0 |
| Total | | 73 | 49 |

[a] Mining permit. [b] Heretofore operated under national contract.

*Applications approved by Department.*

| Name of applicant. | Mineral. | Applications. | |
|---|---|---|---|
| | | Applied for. | Approved. |
| Arkansas-McAlester Coal Co | Coal | 1 | 1 |
| Atoka Coal and Mining Co | do | 1 | 1 |
| Adkins, Charles G | do | 1 | 1 |
| Ardmore Coal and Power Co | do | 1 | 1 |
| Bache & Denman | do | 1 | 1 |
| Chambers, Thomas H | do | 1 | 1 |
| Choctaw Asphalt Co | Asphalt | 1 | 1 |
| Capital Coal and Mining Co | Coal | 1 | 1 |
| Essen Coal Co | do | 1 | 1 |
| Folsom-Morris Coal Mining Co | do | 1 | 1 |
| Gilsonite Roofing and Paving Co | Asphalt | 1 | 1 |
| Hailey Coal and Mining Co. [a] | Coal | 2 | 2 |
| Johnson Co | do | 1 | 1 |
| Kansas and Texas Coal Co. [a] | do | 3 | 2 |
| Le Bosquet Coal and Mining Co | do | 1 | 1 |
| Mazzard Coal and Mining Co | do | 1 | 1 |
| McDougall Co | do | 1 | 1 |
| Sans Bois Coal Co. [b] | do | 1 | 1 |
| Southwestern Coal and Improvement Co. [a] | do | 10 | 10 |
| Turkey Creek Coal Co | do | 1 | 1 |
| Trinidad Asphalt Manufacturing Co | Asphalt | 1 | 1 |
| Total | | 33 | 32 |

[a] Heretofore operated under national contract. [b] New lease approved in exchange for one canceled.

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*Applications disapproved by Department.*

| Name of applicant. | Mineral. | Applications. |
|---|---|---|
| Adkins, Charles G.[a] | Coal | 1 |
| Bonham, R. A | do | 1 |
| Brewer Mining Co.[a] | do | 1 |
| Black, William H | do | 1 |
| Cloakey, Josiah M | do | 1 |
| Chambers, Thomas H.[b] | do | 1 |
| Ferguson, J. B | do | 1 |
| Gilsonite Roofing and Paving Co.[a] | Asphalt | 1 |
| Kansas and Texas Coal Co | Coal | 1 |
| Kiowa Coal Co.[a] | do | 1 |
| Kansas and Indian Territory Coal Mining Co | do | 1 |
| LeBosquet Coal and Mining Co.[c] | do | 1 |
| McAlester Coal Co | do | 1 |
| Mills, Geo. A. H.[a] | Asphalt | 1 |
| Oklahoma-Chickasaw Asp. Co | do | 1 |
| Rock Creek Natural Asphalt Co.[a] | do | 1 |
| Spiro Coal and Mining Co | Coal | 1 |
| Todd, James S | do | 1 |
| Torrence, L. C | do | 1 |
| Williams, Boone[a] | Asphalt | 1 |
| Weiser, C. H | Coal | 1 |
| Webster & Whiteselle[b] | Asphalt | 1 |
| Watkins, Leslie | Coal | 1 |
| Total | | 23 |

[a] Mining permit granted.
[b] Application was for mining permit.
[c] Afterwards filed amended application, which was approved.

*Leases executed by mining trustees and forwarded to Department.*

| Name of lessee. | Mineral. | Number leases. |
|---|---|---|
| Arkansas-McAlester Coal Co | Coal | 1 |
| Atoka Coal and Mining Co | do | 1 |
| Bache & Denman | do | 1 |
| Chambers, Thomas H | do | 1 |
| Capital Coal and Mining Co | do | 1 |
| Choctaw Asphalt Co | Asphalt | 1 |
| Essen Coal Co | Coal | 1 |
| Hailey Coal and Mining Co.[a] | do | 2 |
| Kansas and Texas Coal Co.[a] | do | 4 |
| LeBosquet Coal and Mining Co | do | 1 |
| McDougall Co | do | 1 |
| Southwestern Coal and Improvement Co.[a] | do | 10 |
| Turkey Creek Coal Co | do | 1 |
| Total | | 26 |

[a] Heretofore operated under a national contract.

*Leases approved by Department.*

| Name of lessee. | Mineral. | Leases. | Date of approval. |
|---|---|---|---|
| Arkansas-McAlester Coal Co | Coal | 1 | Oct. 1, 1901 |
| Atoka Coal and Mining Co | do | 1 | June 13, 1902 |
| Bache & Denman | do | 1 | Apr. 22, 1902 |
| Chambers, Thomas H | do | 1 | Dec. 9, 1901 |
| Choctaw Asphalt Co | Asphalt | 1 | Apr. 22, 1902 |
| Capital Coal and Mining Co | Coal | 1 | June 16, 1902 |
| Essen Coal Co | do | 1 | Apr. 22, 1902 |
| Hailey Coal and Mining Co.[a] | do | 2 | June 17, 1902 |
| Kansas and Texas Coal Co.[a] | do | 4 | June 13, 1902 |
| LeBosquet Coal and Mining Co | do | 1 | June 18, 1902 |
| McDougall Co | do | 1 | do |
| Southwestern Coal and Improvement Co.[a] | do | 10 | Apr. 4, 1902 |
| Turkey Creek Coal Co | do | 1 | Mar. 18, 1902 |
| Total | | 26 | |

[a] Heretofore operated under national contract.

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RECAPITULATION OF STATEMENTS ON PAGES 293-295.

| | |
|---|---|
| Applications reported by mining trustees: | |
| (a) For coal | 63 |
| (b) For asphalt | 10 |
| | 73 |
| Applications recommended by mining trustees: | |
| (a) For coal | 44 |
| (b) For asphalt | 5 |
| | 49 |
| Applications approved by Department: | |
| (a) For coal | 29 |
| (b) For asphalt | 2 |
| | 31 |
| Applications disapproved by Department: | |
| (a) For coal | 17 |
| (b) For asphalt | 6 |
| | 23 |
| Leases executed by mining trustees and forwarded to Department: | |
| (a) For coal | 25 |
| (b) For asphalt | 1 |
| | 26 |
| Leases approved by Department: | |
| (a) For coal | 25 |
| (b) For asphalt | 1 |
| | 26 |

RECAPITULATION SHOWING TOTAL NUMBER OF LEASES IN EFFECT.

| | |
|---|---|
| Leases in effect June 30, 1901 | 85 |
| Leases approved during fiscal year ended June 30, 1902 | 26 |
| Grand total | 111 |
| Leases canceled during year | 1 |
| Total number of leases in effect June 30, 1902 | 110 |
| Classified as to mineral: | |
| Coal | 104 |
| Asphalt | 6 |
| Total | 110 |

CASTON COAL COMPANY—OPERATIONS STOPPED.

During the latter part of September, 1901, Mr. T. J. Phillips, of McAlester, Ind. T., trading as the "Caston Coal Company," stopped operations. He was operating under a national contract, which expired June 8, 1902.

His mine was on the main line of the Choctaw, Oklahoma and Gulf Railroad, about 3½ miles west of Wister, in the Choctaw Nation. The coal is of no commercial value on account of dirt and sulphur balls.

He had no machinery, and all houses have been moved from the claim. Our examination of his books showed that all royalties had been paid.

CHOCTAW COAL AND MINING COMPANY RECEIVERSHIP.

February 8, 1902, the Choctaw Coal and Mining Company was placed in the hands of a receiver.

This company has three coal leases, approved by the Department May 4, 1900, and its mines are at Sutter, in the Choctaw Nation, on a branch line connecting with the Kansas City Southern Railroad.

PERRY BROTHERS—ROYALTY SHORTAGE.

During the latter part of June, 1901, we examined the shipping records of Coalgate, a station on the Missouri, Kansas and Texas Railroad, with a view of determining whether or not the different operators shipping coal from that station had been paying the nations the proper royalty on the coal they mined.

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Our examination began with July, 1898, and ended with May, 1901. It was found that all operators had paid the proper royalty with the exception of Perry Brothers, and we made a special report to Inspector Wright on July 3, 1901, showing that their total shortage in royalty was $3,851.01.

Afterwards, by direction of the Department, we met Perry Brothers at Coalgate, and offered to go over their books with them, but they declined, claiming that the amount involved was too small. They claimed that they should not be held for royalty on coal mined while the mine was in the hands of a receiver of the United States court. In reporting the matter, however, we showed that Perry Brothers were in active working charge of the mine while in the hands of the receiver. We also showed that they were operating under a national contract under which they were bound for the royalty regardless of the receivership. They also claimed that a part of the coal charged to them in our report was mined by other parties and sold to Perry Brothers, and that they (Perry Brothers) were not responsible for the royalty thereon. Our investigation showed that the coal had been mined by other parties and sold to Perry Brothers, but that under their contract with Perry Brothers the latter were responsible for the royalty. Our investigation also showed that all such coal was mined on the claim of Perry Brothers.

When the final settlement was made with Perry Brothers and the amount of royalty due by them was compared with the amount they had paid to the United States Indian agent, it was found that their total shortage was $4,360.71, which amount they finally paid.

In reporting the matter to the Department we recommended that Perry Brothers be stopped from all operations at once, and that the tracts held by them be made subject to lease by other parties. In the meantime Perry Brothers applied to the Department for a lease on the coal they were operating under their national contract. In reporting the application to the Department we called attention to their shortage in royalty, and recommended that the application be disapproved, but on June 23, 1902, the Secretary of the Interior approved their application for a lease.

### COAL AND ASPHALT—NO MORE LEASES.

April 18, 1902, we received the following letter from Inspector Wright:

I have to respectfully quote you below an extract from Departmental letter of the 3d instant, concerning the matter of coal and asphalt leases in the Choctaw and Chickasaw nations at this time, which is self-explanatory:

"The matter of the disposition of coal lands in the Choctaw and Chickasaw nations was considered and provisions relating thereto were incorporated in the supplemental agreement recently entered into by the Dawes Commission and representatives of the Choctaw and Chickasaw nations, and it was not considered advisable to enter into any more leases where the applications had not already been approved, until definite action had been taken with reference to the agreement above referred to."

All applications for coal and asphalt leases pending at the date of the letter above quoted have since been considered and reported by us to the Department, and applications for coal and asphalt leases are not now received.

Respectfully,

NAPOLEON B. AINSWORTH,
*Trustee, Choctaw Nation.*
CHARLES D. CARTER,
*Trustee, Chickasaw Nation.*

Mr. J. GEORGE WRIGHT,
*United States Indian Inspector, Muskogee, Ind. T.*

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## REPORT OF SUPERVISING ENGINEER.

MUSKOGEE, IND. T., *July 24, 1902.*

The supervising engineer of town sites in the Indian Territory respectfully submits the following report of work done during the year which ended June 30, 1902.

In the last annual report the supervising engineer said:

The work of surveying and platting all the towns in the Indian Territory having at present 200 or more people can be completed with the present force probably not later than October 1, 1902.

As will be seen by reference to Table No. 10, page 148, inspector's report of June 30, 1901, there were at that time 107 towns on our list.

Numerous towns of less than 200 people grew during the year to more than 200; the Creek treaty made provision for smaller towns to be surveyed; Dawes Commission town-site segregations along new railroads were approved, so that during the year the list of towns in hand grew from 107 to 157.

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PROGRESS.

(*a*) Work at Durwood, Fort Gibson, Hartshorne, Hickory, Krebs, Lone Grove, Mannsville, Milburn, Oakland, and Sulphur was delayed by railroad, treaty, or other complications. Work is now under way, however, at most of these towns.

(*b*) The plats of Ada, Francis, Gray, Helen, Madill, Mill Creek, Ravia, Roff, and Scullin, which were made under the L. F. Parker contract, are held for the reason that the station grounds on these town plats were not shown in accordance with the plats previously approved by the Secretary of the Interior.

(*c*) The segregations for Bennington, Fort Towson, Garvin, Gilbert, Harrington, Hugo, Mead, New Bokchito, Purnell, Soper, Stringtown, and Valliant, made upon recommendation of the Dawes Commission, were not approved until June, 1902, too late to commence surveys prior to June 30. Surveying parties are now at work upon these towns.

(*d*) Plats of Adair, Afton, Bartlesville, Coalgate, Claremore, Fairland, Davis, Gans, Grove, Haileyville, Sapulpa, Pryor Creek, Stilwell, Tahlequah, Westville, Purcell, Tishomingo, Muldrow, Oolagah, Sallisaw, Vian, and Wapanucka were, on June 30, 1902, being checked in Muskogee, in transit, or being passed upon in Washington.

The status of the work June 30, 1902, is summarized as follows:

| | |
|---|---|
| Towns delayed by complications (a) | 10 |
| Towns surveyed under Parker contract—plats held (b) | 9 |
| Town sites segregated in June, 1902, too late for work to commence during the year (c) | 12 |
| Towns surveyed and platted but plats not yet approved (d) | 22 |
| Towns surveyed and platted and plats approved. (See Table No. 2) | 104 |
| Total as above stated | 157 |

It will be noted that while the last annual report showed 107 towns listed the work has been completed upon 126 towns.

RAILROAD COMPLICATIONS.

The completion of the plats has often been delayed by complications as to railroad grounds; for example:

Station grounds marked by permanent monuments incorrectly located (as at Canadian) and valuable improvements in the way of correcting station ground monuments to conform with approved plat, as at Pauls Valley.

Station grounds recognized as railroad property, but to which railroad company had no title and under previously existing laws could not acquire title (filing rights having been exhausted), as at Checotah, Muldrow, and Davis.

Right of way approved upon one location and track laid upon another, so that track is off the right of way, as at Coalgate.

Station grounds of two companies conflicting (as at Vinita), and data upon approved plats insufficient to determine the right of way or station grounds of either company, as at Purcell.

Station grounds along a line of railroad whose Congressional charter gave it the right to "all necessary grounds," no plats having ever been filed or required by law to be filed to show the location or extent of the necessary grounds (S. L. and S. F.).

Station grounds officially located by plusses from the mileposts of a series of miles which has long since been discarded for an entirely different chaining and with no record of the equation, as at Savanna, now in hand.

Misunderstanding between townspeople and railroad company during construction, the railroad company having filed upon and secured approval of a stated width of grounds, and the townspeople having erected store fronts 25 or 50 feet nearer to track and on railroad grounds, as at Spiro.

It has been necessary to eliminate all such discrepancies or ambiguities before submitting plats for approval, and the railroad companies have generally been glad to do their part toward straightening out these matters.

COST.

The cost of surveys under the supervision of the inspector has been as follows:

| | Acres. | Cost. | Per acre. | Estimate.[a] |
|---|---|---|---|---|
| Exterior limits | 37,162.395 | $15,968.47 | $0.42 | $0.38 |
| Platting | 31,843.31 | 79,260.03 | 2.42 | 2.43 |
| Total | 34,345.455 | 99,298.42 | 2.84 | 2.81 |

[a] Page 156, Annual Report, June 30, 1901.

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MISCELLANEOUS.

Changes have been ordered in the limits of most of the Cherokee towns, and the areas given for those towns in this report are greater than the areas which were first established and which were given in previous annual report.

There are appended hereto the following tables:

Table No. 1. Area segregated in each nation.

Table No. 2. Alphabetical list of towns in hand, with areas and dates of approval.

Table No. 3. Cost of surveys.

During the year Surveyors Frank Hackelman, Frank H. Boyd, Henry M. Tinker, and Sidney T. Emerson tendered their resignations, and Mortimer Z. Jones, a faithful and energetic surveyor, died of malarial fever.

Transitmen William E. McElree, J. Gus. Patton, Samuel P. Matthews, and Frank F. Sweet were commissioned as surveyors, and Surveyor John G. Joyce, jr., was commissioned assistant supervising engineer.

Respectfully,

H. V. HINCKLEY,
*Supervising Engineer.*

UNITED STATES INDIAN INSPECTOR FOR THE INDIAN TERRITORY.

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TABLE No. 1.—*Indian Territory town-site segregations.*

[Areas in each nation June 30, 1902.]

| Town. | Acres. |
|---|---|
| CHICKASAW. | |
| Ada | 559.90 |
| Addington | 145.40 |
| Ardmore | 2,262.14 |
| Berwyn | 191.25 |
| Center | 195 |
| Chickasha | 1,246.19 |
| Colbert | 134.77 |
| Comanche | 437.04 |
| Connerville | 180 |
| Cornish | 190.28 |
| Cumberland | 173.98 |
| Davis | 531.46 |
| Dougherty | 243.125 |
| Duncan | 1,010.07 |
| Durwood | 140 |
| Earl | 125 |
| Elmore | 145 |
| Emet | 170 |
| Erin Springs | 110 |
| Francis | 160 |
| Gray | 80 |
| Helen | 156.09 |
| Hickory | 170 |
| Johnson | 90 |
| Kemp | 120 |
| Lebanon | 164.92 |
| Leon | 165 |
| Lonegrove | 195 |
| Madill | 160 |
| Mannsville | 175 |
| Marietta | 330 |
| Marlow | 960 |
| Mead | 60 |
| McGee | 122.50 |
| Milburn | 160 |
| Millcreek | 155.45 |
| Minco | 285.35 |
| Oakland | 343.75 |
| Orr | 185 |
| Paoli | 85.48 |
| Pauls Valley | 946.83 |
| Pontotoc | 195 |
| Purcell | 1,110.68 |
| Purdy | 116.25 |
| Ravia | 326.39 |
| Roff | 595 |
| Rush Springs | 380 |
| Ryan | 435.39 |
| Scullin | 120 |
| Silo | 195 |
| Stonewall | 117.50 |
| Sugden | 149.18 |
| CHICKASAW—continued. | |
| Sulphur | 948.14 |
| Terral | 280 |
| Tishomingo | 545 |
| Woodville | 165 |
| Wynnewood | 767.50 |
| Total of 57 towns | 19,907.005 |
| CHOCTAW. | |
| Allen | 120 |
| Antlers | 182.50 |
| Atoka | 277.18 |
| Bennington | 140 |
| Caddo | 400 |
| Calvin | 160 |
| Cameron | 155 |
| Canadian | 197.50 |
| Coalgate | 785 |
| Cowlington | 157.50 |
| Durant | 1,324 |
| Enterprise | 107.50 |
| Fort Towson | 160 |
| Garvin | 120 |
| Gilbert | 100 |
| Grant | 131.22 |
| Guertie | 160 |
| Haileyville | 681.05 |
| Hartshorne | 848.11 |
| Heavener | 175.64 |
| Harrington | 45 |
| Howe | 326.70 |
| Hoyt | 97.50 |
| Hugo | 160 |
| Krebs | 330 |
| Kiowa | 360 |
| Lehigh | 1,050 |
| McAlester | 759.07 |
| New Bokchito | 45 |
| Poteau | 645 |
| Purnell | 89.39 |
| Redoak | 132.50 |
| South McAlester | 2,902.27 |
| Soper | 90 |
| Spiro | 225.78 |
| Sterrett | 485 |
| Stigler | 102.33 |
| Stringtown | 62.50 |
| Talihina | 210.59 |
| Tamaha | 142.30 |
| Valliant | 120 |
| Wapanucka | 425 |

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TABLE No. 1.—*Indian Territory town-site segregations*—Continued.

| Town. | Acres. |
|---|---|
| **CHOCTAW—continued.** | |
| Whitefield | 100.57 |
| Wilburton | 275.58 |
| Wister | 149.78 |
| Total of 45 towns | 15,714.06 |
| **CREEK.** | |
| Alabama | 80 |
| Beggs | 160 |
| Bixby | 80 |
| Bristow | 385 |
| Checotah | 503.75 |
| Clarksville | 147.50 |
| Coweta | 85 |
| Eufaula | 431.38 |
| Foster | 120 |
| Gibson | 160 |
| Henryetta | 157.13 |
| Holdenville | 429.79 |
| Inola | 165 |
| Kellyville | 85 |
| Lee | 45 |
| Mounds | 160 |
| Muskogee | 2,444.76 |
| Okmulgee | 415 |
| Sapulpa | 501.25 |
| Redfork | 160 |
| Tulsa | 654.58 |
| Wagoner | 2,700 |
| Wetumka | 160 |
| Winchell | 160 |
| Wildcat | 158 |
| Total of 25 towns | 10,548.14 |
| **CHEROKEE.** | |
| Adair | 150 |
| Afton | 532.50 |
| Bartlesville | 342.44 |
| Bluejacket | 196.25 |
| Catoosa | 165 |
| Centralia | 177.50 |
| Chelsea | 452.59 |
| Choteau | 130 |
| Claremore | 657.50 |
| Collinsville | 270 |
| Fairland | 240 |
| Fort Gibson | 412.65 |
| Gans | 115 |
| Grove | 210 |
| Hanson | 95 |
| Lenapah | 118.12 |
| Muldrow | 210.50 |
| Nowata | 375.63 |
| Oolagah | 170 |
| Pryorcreek | 365 |
| Ramona | 110 |
| Sallisaw | 257.78 |
| Stilwell | 164.22 |
| Tahlequah | 632.50 |
| Talala | 170 |
| Vian | 220.62 |
| Vinita | 946.23 |
| Webbers Falls | 80.50 |
| Welch | 160 |
| Westville | 179.99 |
| Total of 30 towns | 8,307.52 |
| Grand total of 157 towns | 54,476.725 |

TABLE No. 2.—*Indian Territory town sites—areas and approvals, June 30, 1902.*

[In Remarks column R. R. signifies Railroad complications and D. C. signifies segregation on recommendation of Dawes Commission.]

| Town. | Nation. | Exterior survey. | | Interior survey, date of approval. | Remarks. |
|---|---|---|---|---|---|
| | | Acres, including cemeteries. | Date of approval. | | |
| Ada | Chickasaw | 559.90 | Feb. 6, 1901 | | D. C.; R. R. |
| Adair | Cherokee | 150 | Oct. 23, 1901 | | |
| Addington | Chickasaw | 145.40 | Mar. 4, 1902 | May 9, 1902 | |
| Afton | Cherokee | 532.50 | Apr. 17, 1902 | | |
| Alabama | Creek | 80 | Oct. 26, 1900 | Nov. 13, 1901 | D. C. |
| Allen | Choctaw | 120 | Sept. 5, 1901 | Nov. 5, 1901 | |
| Antlers | do | 182.50 | Feb. 8, 1901 | June 7, 1901 | |
| Ardmore | Chickasaw | 2,262.14 | | Jan. 15, 1902 | |
| Atoka | Choctaw | 277.18 | | Feb. 23, 1900 | Choc. T. C. |
| Bartlesville | Cherokee | 342.44 | Mar. 13, 1902 | | R. R. |
| Beggs | Creek | 160 | Oct. 26, 1900 | Nov. 13, 1901 | D. C. |
| Berwyn | Chickasaw | 191.25 | Aug. 23, 1901 | Dec. 3, 1901 | |
| Bluejacket | Cherokee | 196.25 | Mar. 22, 1902 | July 10, 1902 | |
| Bristow | Creek | 385 | Oct. 17, 1901 | Dec. 23, 1901 | |
| Bennington | Choctaw | 140 | June 24, 1902 | | D. C.; being platted. |
| Bixby | Creek | 80 | Mar. 11, 1902 | Apr. 10, 1902 | |
| Caddo | Choctaw | 400 | Feb. 9, 1901 | June 7, 1901 | |
| Calvin | do | 160 | | Nov. 8, 1900 | Choc. T. C. |
| Cameron | do | 155 | Feb. 21, 1901 | July 8, 1901 | |
| Canadian | do | 197.50 | Jan. 8, 1901 | Dec. 18, 1901 | |
| Catoosa | Cherokee | 165 | May 15, 1902 | June 16, 1902 | |
| Center | Chickasaw | 195 | Dec. 20, 1900 | Mar. 4, 1902 | |
| Centralia | Cherokee | 177.50 | Apr. 9, 1902 | May 8, 1902 | |
| Checotah | Creek | 503.75 | Feb. 15, 1901<br>Sept. 6, 1901 | Mar. 22, 1902 | |
| Chelsea | Cherokee | 452.59 | Mar. 10, 1902 | June 16, 1902 | |
| Chickasha | Chickasaw | 1,246.19 | Dec. 11, 1901 | Dec. 11, 1901 | |
| Choteau | Cherokee | 130 | Oct. 23, 1901 | Apr. 12, 1902 | |
| Claremore | do | 657.50 | June 13, 1902 | | R. R. |
| Clarksville | Creek | 147.50 | Feb. 15, 1901 | Feb. 27, 1902 | |

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TABLE No. 2.—*Indian Territory town sites—areas and approvals, June 30, 1902*—Cont'd.

| Town. | Nation. | Exterior survey. | | Interior survey, date of approval. | Remarks. |
|---|---|---|---|---|---|
| | | Acres, including cemeteries. | Date of approval. | | |
| Coalgate | Choctaw | 785 | Oct. 1, 1901 | | R. R. |
| Colbert | Chickasaw | 134.77 | Cemetery Apr. 12, 1900 | Aug. 14, 1899 | Chick. T. C. |
| Collinsville | Cherokee | 270 | May 15, 1902 | June 16, 1902 | |
| Comanche | Chickasaw | 437.04 | Oct. 1, 1901 | Apr. 11, 1902 | |
| Connerville | do | 180 | June 1, 1901 | Nov. 7, 1901 | |
| Cornish | do | 190.28 | Feb. 15, 1901 | Jan. 8, 1902 | |
| Coweta | Creek | 85 | Mar. 4, 1902 | Apr. 16, 1902 | |
| Cowlington | Choctaw | 157.50 | Feb. 7, 1901 | Nov. 5, 1901 | |
| Cumberland | Chickasaw | 173.98 | Nov. 27, 1901 | Nov. 27, 1901 | |
| Davis | do | 531.46 | May 29, 1902 | | Plat completed. |
| Dougherty | do | 243.125 | Jan. 31, 1901 | June 2, 1902 | |
| Duncan | do | 1,010.07 | Sept. 13, 1901 | Mar. 4, 1902 | |
| Durant | Choctaw | 1,324 | Feb. 4, 1901 Mar. 22, 1902 | May 15, 1902 | |
| Durwood | Chickasaw | 140 | Dec. 15, 1900 | | Not yet completed. |
| Earl | do | 125 | Dec. 13, 1900 | Dec. 3, 1901 | |
| Emet | do | 170 | Dec. 15, 1900 | Nov. 5, 1901 | |
| Enterprise | Choctaw | 107.50 | Feb. 15, 1901 | July 1, 1901 | |
| Erin Springs | Chickasaw | 110 | Mar. 23, 1901 | Dec. 3, 1901 | |
| Eufaula | Creek | 431.38 | June 25, 1901 Oct. 28, 1901 | Mar. 17, 1902 | |
| Elmore | Chickasaw | 145 | Apr. 7, 1902 | May 8, 1902 | |
| Fairland | Cherokee | 240 | June 16, 1902 | | R. R. |
| Foster | Creek | 120 | Oct. 26, 1900 | Nov. 13, 1901 | D. C.; "Yager." |
| Fort Gibson | Cherokee | 412.65 | July 7, 1902 | | Being platted; R. R. |
| Francis | Chickasaw | 160 | Oct. 26, 1900 | | D. C.; R. R. |
| Fort Towson | Choctaw | 160 | June 24, 1902 | | D. C.; being platted. |
| Garvin | do | 120 | do | | Do. |
| Gibson | Creek | 160 | Oct. 24, 1901 | Apr. 17, 1902 | |
| Gilbert | Choctaw | 100 | June 24, 1902 | | Do. |
| Grant | do | 131.22 | Apr. 11, 1901 | June 4, 1901 | |
| Gray | Chickasaw | 80 | Oct. 26, 1900 | | D. C.; canceled. |
| Grove | Cherokee | 210 | June 16, 1902 | | R. R.; being completed. |
| Guertie | Choctaw | 160 | | Nov. 2, 1900 | Choc. T. C. |
| Gans | Cherokee | 115 | Apr. 15, 1902 | | Plat completed. |
| Hanson | do | 95 | Nov. 13, 1901 | July 10, 1902 | |
| Harrington | Choctaw | 45 | June 24, 1902 | | D. C.; being platted. |
| Hartshorne | do | 848.11 | June 25, 1902 | | Platting about done. |
| Haileyville | do | 681.05 | do | | Not yet approved. |
| Heavener | do | 175.64 | Feb. 23, 1901 | June 4, 1902 | |
| Helen | Chickasaw | 156.09 | Oct. 26, 1900 | | D. C.; R. R. |
| Henryetta | Creek | 157.13 | do | Nov. 16, 1901 | |
| Hickory | Chickasaw | 170 | | | R. R. |
| Holdenville | Creek | 429.79 | Feb. 7, 1901 | Nov. 27, 1901 | |
| Howe | Choctaw | 326.70 | Feb. 6, 1901 Apr. 8, 1901 | Sept. 10, 1901 | |
| Hoyt | do | 97.50 | Feb. 15, 1901 | July 3, 1901 | |
| Hugo | do | 160 | June 24, 1902 | | D. C.; being platted. |
| Inola | Creek | 165 | Oct. 23, 1901 | Mar. 4, 1902 | |
| Johnson | Chickasaw | 90 | Feb. 7, 1901 | Nov. 5, 1901 | |
| Kellyville | Creek | 85 | Oct. 24, 1901 | Mar. 20, 1902 | |
| Kemp | Chickasaw | 120 | Dec. 15, 1900 | Jan. 8, 1902 | |
| Krebs | Choctaw | 330 | | | Coal town; held. |
| Kiowa | do | 360 | | Nov. 2, 1900 | Choc. T. C. |
| Lebanon | Chickasaw | 164.92 | Dec. 19, 1900 | Nov. 5, 1901 | |
| Lehigh | Choctaw | 1,050 | Sept. 5, 1901 | May 8, 1902 | |
| Lenapah | Cherokee | 118.12 | Mar. 5, 1902 | Apr. 19, 1902 | |
| Leon | Chickasaw | 165 | Dec. 20, 1900 | Mar. 4, 1902 | |
| Lonegrove | do | 195 | Sept. 6, 1901 | | Not yet platted. |
| Lee | Creek | 45 | Mar. 26, 1902 | May 8, 1902 | |
| Madill | Chickasaw | 160 | Jan. 5, 1901 | | D. C.; R. R. |
| Mannsville | do | 175 | Dec. 15, 1900 | | Being platted; R. R. |
| Marietta | do | 330 | Jan. 12, 1901 | Nov. 1, 1901 | |
| Marlow | do | 960 | Oct. 26, 1900 | Nov. 29, 1901 | |
| McAlester | Choctaw | 759.07 | Sept. 5, 1901 | Dec. 10, 1901 | |
| McGee | Chickasaw | 122.50 | Dec. 17, 1900 | Nov. 5, 1901 | |
| Millcreek | do | 156.45 | Oct. 26, 1900 | | D. C.; "Bryant;" R. R. |
| Minco | do | 285.35 | Nov. 27, 1901 | Nov. 27, 1901 | |
| Milburn | do | 160 | Apr. 8, 1902 | | "Blue." |
| Mounds | Creek | 160 | Oct. 26, 1900 | Jan. 3, 1901 | |
| Muldrow | Cherokee | 210.50 | July 8, 1902 | | Plat completed. |
| Muskogee | Creek | 2,444.76 | | June 4, 1900 | Musk. T. C. |
| Mead | Chickasaw | 60 | June 24, 1902 | | D C. |
| Nowata | Cherokee | 375.63 | Mar. 6, 1902 | Apr. 19, 1902 | |
| New Bokchito | Choctaw | 45 | June 24, 1902 | | D. C.; being platted. |
| Oakland | Chickasaw | 343.75 | July 9, 1902 | | *Being platted. |
| Okmulgee | Creek | 415 | Feb. 6, 1901 | Nov. 6, 1901 | |
| Oolagah | Cherokee | 170 | Apr. 17, 1902 | | Plat completed. |

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TABLE No. 2.—*Indian Territory town sites—areas and approvals, June 30, 1902*—Cont'd.

| Town. | Nation. | Exterior survey. | | Interior survey, date of approval. | Remarks. |
|---|---|---|---|---|---|
| | | Acres, including cemeteries. | Date of approval. | | |
| Orr | Chickasaw | 185 | Dec. 20, 1900 | Mar. 4, 1902 | |
| Paoli | do | 85.48 | Apr. 11, 1901 | Nov. 30, 1901 | |
| Pauls Valley | do | 946.83 | Dec. 17, 1900 | Jan. 18, 1902 | |
| Pontotoc | do | 195 | Dec. 15, 1900 | Dec. 28, 1901 | |
| Poteau | Choctaw | 645 | | June 4, 1901 | Choctaw T. C. |
| Pryorcreek | Cherokee | 365 | Nov. 23, 1901 | | Plat completed. |
| Purcell | Chickasaw | 1,110.68 | | | R. R. |
| Purdy | do | 116.25 | Sept. 11, 1901 | Nov. 5, 1901 | |
| Purnell | Choctaw | 89.39 | June 24, 1902 | | D. C.; being platted. |
| Ramona | Cherokee | 110 | Mar. 11, 1902 | May 6, 1902 | |
| Ravia | Chickasaw | 326.39 | Apr. 20, 1901 | | D. C.; R. R. |
| Redfork | Creek | 160 | Dec. 13, 1901 | Feb. 20, 1902 | |
| Redoak | Choctaw | 132.50 | Dec. 15, 1900 | June 7, 1901 | |
| Roff | Chickasaw | 595 | Feb. 6, 1901 | | Do. |
| Rush Springs | do | 380 | Oct. 26, 1900 | Nov. 27, 1901 | |
| Ryan | do | 435.39 | do | Mar. 7, 1902 | |
| Sallisaw | Cherokee | 257.78 | May 15, 1902 | | Not yet approved. |
| Sapulpa | Creek | 501.25 | Feb. 15, 1901 | | Do. |
| Scullin | Chickasaw | 120 | Oct. 26, 1900 | | D. C.; R. R. |
| Silo | do | 195 | Dec. 15, 1900 | Sept. 10, 1901 | |
| South McAlester | Choctaw | 2,902.27 | | Feb. 14, 1901 | Choctaw T. C. |
| Spiro | do | 225.78 | Feb. 15, 1901<br>Apr. 8, 1901<br>Apr. 9, 1901<br>Feb. 19, 1902 | May 2, 1902 | |
| Sterrett | do | 485 | | Aug. 28, 1899 | Do. |
| Stigler | do | 102.33 | Feb. 15, 1901 | Nov. 5, 1901 | |
| Stilwell | Cherokee | 164.22 | July 7, 1902 | | Not yet approved. |
| Stonewall | Chickasaw | 117.50 | Dec. 17, 1900 | Jan. 9, 1902 | |
| Sugden | do | 149.18 | Mar. 4, 1902 | Apr. 11, 1902 | |
| Sulphur | do | 948.14 | | | Held; suppl. treaty. |
| Soper | Choctaw | 90 | June 24, 1902 | | D. C.; being platted. |
| Stringtown | do | 62.50 | June 23, 1902 | | |
| Tahlequah | Cherokee | 632.50 | July 7, 1902 | | Plat completed. |
| Talala | do | 170 | May 22, 1902 | July 11, 1902 | |
| Talihina | Choctaw | 210.59 | June 4, 1901 | June 4, 1901 | |
| Tamaha | do | 142.30 | Feb. 5, 1901 | July 11, 1901 | |
| Terral | Chickasaw | 280 | Oct. 26, 1900 | Mar. 7, 1902 | |
| Tishomingo | do | 545 | May 24, 1902 | | Do. |
| Tulsa | Creek | 654.58 | Feb. 21, 1901 | Apr. 11, 1902 | |
| Vian | Cherokee | 220.62 | June 14, 1902 | | Do. |
| Vinita | do | 946.23 | Mar. 5, 1902 | May 10, 1902 | |
| Valliant | Choctaw | 120 | June 24, 1902 | | D. C.; being completed. |
| Wagoner | Creek | 2,700 | | Oct. 10, 1900 | Wagoner T. C. |
| Wapanucka | Choctaw | 425 | June 14, 1902 | | Plat completed. |
| Webbers Falls | Cherokee | 80.50 | Mar. 11, 1902 | July 11, 1902 | |
| Welch | do | 160 | Apr. 11, 1902 | May 7, 1902 | |
| Westville | do | 179.99 | May 31, 1902 | | Do. |
| Wetumka | Creek | 160 | Oct. 26, 1900 | Nov. 13, 1901 | |
| Whitefield | Choctaw | 100.57 | Feb. 12, 1901 | July 3, 1901 | |
| Wilburton | do | 275.58 | Oct. 16, 1901 | Mar. 11, 1902 | |
| Wildcat | Creek | 158 | Mar. 11, 1902 | May 8, 1902 | |
| Winchell | do | 160 | Oct. 26, 1900 | Nov. 13, 1901 | |
| Wister | Choctaw | 149.78 | Feb. 12, 1901<br>June 22, 1901 | Nov. 30, 1901 | |
| Woodville | Chickasaw | 165 | Oct. 26, 1900 | Jan. 31, 1901 | |
| Wynnewood | do | 767.50 | Dec. 15, 1900 | Mar. 4, 1902 | |
| Total | | 54,481.725 | | | |

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TABLE No. 3.—*Indian Territory town sites—Cost of surveys, June 30, 1902.*

| Town. | Nation. | Acres, including cemeteries. | Cost. | | | | Total. | | Remarks. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Exterior survey. | Per acre. | Interior survey. | Per acre. | Cost. | Per acre. | |
| Ada | Chickasaw | 559.90 | $207.73 | $0.37 | $90.00 | $0.16 | $297.73 | $0.53 | |
| Adair | Cherokee | 150 | 87.38 | .58 | 497.16 | 3.31 | 584.54 | 3.90 | |
| Addington | Chickasaw | 145.40 | 97.73 | .67 | 484.14 | 3.33 | 581.87 | 4.00 | |
| Afton | Cherokee | 532.50 | 110.15 | .21 | 931.75 | 1.75 | 1,041.90 | 1.96 | |
| Alabama | Creek | 80 | | | | | 85.00 | 1.06 | |
| Allen | Choctaw | 120 | 62.67 | .52 | 240.00 | 2.00 | 302.67 | 2.52 | |
| Antlers | do | 182.50 | 112.95 | .62 | 711.29 | 3.90 | 824.24 | 4.52 | |
| Ardmore | Chickasaw | 2,262.14 | | | | | 6,035.52 | 2.67 | |
| Atoka | Choctaw | 277.18 | | | | | | | Choctaw T. C. |
| Bartlesville | Cherokee | 342.44 | 87.25 | .25 | 972.44 | 2.84 | 1,059.69 | 3.10 | |
| Beggs | Creek | 160 | | | | | 85.00 | .53 | |
| Berwyn | Chickasaw | 191.25 | 135.50 | .71 | 660.00 | 3.45 | 795.50 | 4.16 | |
| Bluejacket | Cherokee | 196.25 | 77.12 | .39 | 524.50 | 2.67 | 601.62 | 3.06 | |
| Bristow | Creek | 385 | 93.94 | .24 | 800.12 | 2.08 | 894.06 | 2.32 | |
| Bennington | Choctaw | 140 | | | | | | | |
| Bixby | Creek | 80 | | | | | 276.04 | 3.45 | |
| Caddo | Choctaw | 400 | 179.24 | .45 | 1,192.07 | 2.98 | 1,371.31 | 3.43 | |
| Calvin | do | 160 | | | | | | | Do. |
| Cameron | do | 155 | 135.27 | .87 | 494.35 | 3.19 | 629.62 | 4.06 | |
| Canadian | do | 197.50 | 121.15 | .61 | 1,612.38 | 8.16 | 1,733.53 | 8.77 | |
| Catoosa | Cherokee | 165 | 96.40 | .58 | 535.89 | 3.25 | 632.29 | 3.83 | |
| Center | Chickasaw | 195 | 90.68 | .47 | 282.90 | 1.45 | 373.58 | 1.92 | |
| Centralia | Cherokee | 177.50 | 91.86 | .52 | 562.00 | 3.17 | 653.86 | 3.68 | |
| Checotah | Creek | 503.75 | 141.22 | .28 | 1,785.50 | 3.54 | 1,926.72 | 3.82 | |
| Chelsea | Cherokee | 452.59 | 91.38 | .20 | 1,126.00 | 2.49 | 1,217.38 | 2.69 | |
| Chickasha | Chickasaw | 1,246.19 | 190.33 | .15 | 1,620.05 | 1.30 | 1,810.38 | 1.45 | |
| Choteau | Cherokee | 130 | 57.48 | .44 | 289.51 | 2.23 | 346.99 | 2.67 | |
| Claremore | do | 657.50 | 130.80 | .20 | 2,435.30 | 3.70 | 2,566.10 | 3.90 | |
| Clarksville | Creek | 147.50 | 47.65 | .32 | 289.50 | 1.96 | 337.15 | 2.28 | |
| Coalgate | Choctaw | 785 | | | | | | | |
| Colbert | Chickasaw | 134.77 | | | | | | | |
| Collinsville | Cherokee | 270 | 104.80 | .39 | 555.43 | 2.06 | 660.23 | 2.45 | |
| Comanche | Chickasaw | 437.04 | 167.91 | .38 | 1,476.89 | 3.38 | 1,644.80 | 3.76 | |
| Connersville | do | 180 | 77.04 | .43 | 195.00 | 1.08 | 272.04 | 1.51 | |
| Cornish | do | 190.28 | 90.75 | .48 | 480.00 | 2.52 | 570.75 | 3.00 | |
| Coweta | Creek | 85 | 46.75 | .55 | 170.00 | 2.00 | 216.75 | 2.55 | |
| Cowlington | Choctaw | 157.50 | 61.15 | .39 | 315.00 | 2.00 | 376.15 | 2.39 | |
| Cumberland | Chickasaw | 173.98 | 80.40 | .46 | 405.00 | 2.33 | 485.40 | 2.79 | |
| Davis | do | 531.46 | 187.34 | .35 | 1,669.15 | 3.14 | 1,856.49 | 3.49 | |
| Dougherty | do | 243.125 | 96.85 | .40 | 753.59 | 3.10 | 850.44 | 3.50 | |
| Duncan | do | 1,010.07 | 187.74 | .19 | 1,010.07 | 1.00 | 1,197.81 | 1.19 | |
| Durant | Choctaw | 1,324 | 310.34 | .23 | 3,514.25 | 2.65 | 3,824.59 | 2.89 | |
| Durwood | Chickasaw | 140 | 91.00 | .65 | | | | | |
| Earl | do | 125 | 60.00 | .48 | 287.50 | 2.30 | 347.50 | 2.78 | |
| Emet | do | 170 | 136.00 | .80 | 420.00 | 2.47 | 556.00 | 3.27 | |
| Enterprise | Choctaw | 107.50 | 95.75 | .89 | 163.00 | 1.52 | 258.75 | 2.41 | |
| Erin Springs | Chickasaw | 110.10 | 42.85 | .39 | 341.00 | 3.10 | 383.85 | 3.49 | |
| Eufaula | Creek | 431.38 | 174.76 | .41 | 1,394.84 | 3.23 | 1,569.60 | 3.64 | |
| Elmore | Chickasaw | 145 | 105.21 | .73 | 210.45 | 1.45 | 315.66 | 2.18 | |
| Fairland | Cherokee | 240 | 155.07 | .65 | 560.66 | 2.34 | 715.73 | 2.98 | |
| Foster | Creek | 120 | | | | | 85.00 | .71 | "Yager." |
| Fort Gibson | Cherokee | 412.65 | | | | | | | |
| Francis | Chickasaw | 160 | | | | | 85.00 | .53 | |
| Fort Towson | Choctaw | 160 | | | | | | | |
| Garvin | do | 120 | | | | | | | |
| Gibson | Creek | 160 | 64.00 | .40 | 377.69 | 2.36 | 441.69 | 2.76 | |
| Gilbert | Choctaw | 100 | | | | | | | |
| Grant | do | 131.22 | 81.80 | .62 | 250.70 | 1.91 | 332.50 | 2.53 | |
| Gray | Chickasaw | 80 | | | | | 85.00 | 1.06 | |
| Grove | Cherokee | 210 | 76.58 | .36 | 540.00 | 2.57 | 616.58 | 2.94 | |
| Guertie | Choctaw | 160 | | | | | | | Choctaw T. C. |
| Gans | Cherokee | 115 | 81.70 | .71 | 355.00 | 3.09 | 436.70 | 3.80 | |
| Hanson | do | 95 | 88.56 | .93 | 378.92 | 3.99 | 467.48 | 4.92 | |
| Harrington | Choctaw | 45 | | | | | | | |
| Hartshorne | do | 848.11 | 626.66 | .74 | | | | | |
| Haileyville | do | 681.05 | 475.88 | .70 | 1,481.00 | 2.17 | 1,956.88 | 2.87 | |
| Heavener | do | 175.64 | 88.65 | .50 | 340.00 | 1.94 | 428.65 | 2.44 | |
| Helen | Chickasaw | 156.09 | | | | | 85.00 | .54 | |
| Henryetta | Creek | 157.13 | | | | | 85.00 | .54 | |
| Hickory | Chickasaw | 170 | 101.14 | .59 | | | | | |
| Holdenville | Creek | 429.79 | 102.71 | .24 | 85.00 | .20 | 187.71 | .44 | |
| Howe | Choctaw | 326.70 | 208.27 | .62 | 1,427.95 | 4.37 | 1,631.22 | 4.99 | |
| Hoyt | do | 97.50 | 63.82 | .65 | 165.00 | 1.69 | 228.82 | 2.35 | |
| Hugo | do | 160 | | | | | | | |
| Inola | Creek | 165 | 49.50 | .30 | 259.28 | 1.57 | 308.78 | 1.87 | |
| Johnson | Chickasaw | 90 | 52.50 | .58 | 144.00 | 1.60 | 196.50 | 2.18 | |
| Kellyville | Creek | 85 | 25.50 | .30 | 228.92 | 2.69 | 254.42 | 2.99 | |
| Kemp | Chickasaw | 120 | 91.85 | .77 | 310.00 | 2.58 | 401.85 | 3.35 | |
| Krebs | Choctaw | 330 | 142.20 | .43 | | | | | |

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TABLE No. 3.—*Indian Territory town sites—Cost of surveys, June 30, 1902*—Continued.

| Town. | Nation. | Acres, including cemeteries. | Cost. | | | | Total. | | Remarks. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Exterior survey. | Per acre. | Interior survey. | Per acre. | Cost. | Per acre. | |
| Kiowa | Choctaw | 360 | | | | | | | Choctaw, T. C. |
| Lebanon | Chickasaw | 164.92 | $72.85 | $0.44 | $180.00 | $1.09 | $252.85 | $1.53 | |
| Lehigh | Choctaw | 1,050 | 226.06 | .22 | 4,734.43 | 4.51 | 4,960.49 | 4.72 | |
| Lenapah | Cherokee | 118.12 | 85.97 | .73 | 220.44 | 1.87 | 306.41 | 2.59 | |
| Leon | Chickasaw | 165 | 93.10 | .56 | 398.71 | 2.42 | 491.81 | 2.98 | |
| Lonegrove | do | 195 | 59.75 | .31 | | | | | |
| Lee | Creek | 45 | 13.50 | .30 | 90.00 | 2.00 | 103.50 | 2.30 | |
| Madill | Chickasaw | 160 | | | | | | | |
| Mannsville | do | 175 | 95.25 | .54 | | | | | |
| Marietta | do | 330 | 91.30 | .28 | 790.00 | 2.39 | 881.30 | 2.67 | |
| Marlow | do | 960 | 90.49 | .09 | 1,680.00 | 1.75 | 1,770.49 | 1.84 | |
| McAlester | Choctaw | 759.07 | 145.00 | .19 | 1,576.00 | 2.08 | 1,721.00 | 2.27 | |
| McGee | Chickasaw | 122.50 | 158.75 | 1.30 | 253.12 | 2.07 | 411.87 | 3.36 | |
| Millcreek | do | 155.45 | | | | | | | "Bryant." |
| Minco | do | 285.35 | 100.23 | .35 | 521.46 | 1.83 | 621.69 | 2.18 | |
| Milburn | do | 160 | | | | | | | "Blue." |
| Mounds | Creek | 160 | | | | | 85.00 | .53 | |
| Muldrow | Cherokee | 210.50 | 114.73 | .54 | | | | | |
| Muscogee | Creek | 2,444.76 | | | | | | | Muscogee T. C. |
| Mead | Chickasaw | 60 | | | | | | | |
| Nowata | Cherokee | 375.63 | 112.25 | .30 | 587.45 | 1.56 | 699.70 | 1.86 | |
| New Bokchito | Choctaw | 45 | | | | | | | |
| Oakland | Chickasaw | 343.75 | 152.30 | .44 | | | | | |
| Okmulgee | Creek | 415 | 79.81 | .19 | 85.00 | .20 | 164.81 | .40 | |
| Oolagah | Cherokee | 170 | 86.95 | .51 | 317.56 | 1.87 | 404.51 | 2.38 | |
| Orr | Chickasaw | 185 | 92.00 | .50 | 575.00 | 3.11 | 667.00 | 3.61 | |
| Paoli | do | 85.48 | 218.22 | a2.55 | 247.93 | 2.90 | 466.15 | a5.45 | |
| Pauls Valley | do | 946.83 | 211.12 | .22 | 2,533.61 | 2.68 | 2,744.73 | 2.90 | |
| Pontotoc | do | 195 | 102.90 | .53 | 288.00 | 1.48 | 390.90 | 2.00 | |
| Poteau | Choctaw | 645 | | | | | | | Choctaw T. C. |
| Pryorcreek | Cherokee | 365 | 87.31 | .24 | 614.57 | 1.68 | 701.88 | 1.92 | |
| Purcell | Chickasaw | 1,110.68 | 836.62 | .75 | 2,870.00 | 2.58 | 3,706.62 | 3.33 | |
| Purdy | do | 116.25 | 100.50 | .86 | 372.00 | 3.20 | 472.50 | 4.06 | |
| Purnell | Choctaw | 89.39 | | | | | | | |
| Ramona | Cherokee | 110 | 69.22 | .63 | 293.14 | 2.66 | 362.36 | 3.29 | |
| Ravia | Chickasaw | 326.39 | 110.20 | .34 | | | | | |
| Redfork | Creek | 160 | | | | | 469.84 | 2.94 | |
| Redoak | Choctaw | 132.50 | 115.86 | .87 | 361.71 | 2.73 | 477.57 | 3.60 | |
| Roff | Chickasaw | 595 | 188.90 | .32 | | | | | |
| Rush Springs | do | 380 | 115.36 | .30 | 577.60 | 1.52 | 692.96 | 1.82 | |
| Ryan | do | 435.39 | 166.82 | .38 | 1,579.85 | 3.63 | 1,746.67 | 4.01 | |
| Sallisaw | Cherokee | 257.78 | 83.53 | .32 | 660.03 | 2.56 | 743.56 | 2.88 | |
| Sapulpa | Creek | 501.25 | 152.55 | .30 | 1,503.75 | 3.00 | 1,656.30 | 3.30 | |
| Scullin | Chickasaw | 120 | | | | | | | |
| Silo | do | 195 | 80.00 | .41 | 220.00 | 1.13 | 300.00 | 1.54 | |
| South McAlester | Choctaw | 2,902.27 | | | | | | | Do. |
| Spiro | do | 225.78 | 114.92 | .51 | 943.07 | 4.18 | 1,057.99 | 4.69 | |
| Sterrett | do | 485 | | | | | | | Do. |
| Stigler | do | 102.33 | 67.66 | .66 | 199.00 | 1.95 | 266.66 | 2.61 | |
| Stilwell | Cherokee | 164.22 | 209.74 | 1.28 | 405.55 | 2,47 | 615.29 | 3.75 | |
| Stonewall | Chickasaw | 117.50 | 94.70 | .81 | 229.55 | 1.96 | 324.25 | 2.76 | |
| Sugden | do | 149.18 | 59.67 | .40 | 432.38 | 2.90 | 492.05 | 3.30 | |
| Sulphur | do | 948.14 | 213.23 | .22 | | | | | |
| Soper | Choctaw | 90 | | | | | | | |
| Tahlequah | Cherokee | 632.50 | 466.87 | .74 | | | | | |
| Talala | do | 170 | 102.81 | .60 | 358.69 | 2.11 | 461.50 | 2.71 | |
| Talihina | Choctaw | 210.59 | 187.17 | .89 | 622.05 | 2.95 | 809.22 | 3.84 | |
| Tamaha | do | 142.30 | 70.50 | .50 | 285.00 | 2.00 | 355.50 | 2.50 | |
| Terral | Chickasaw | 280 | 109.70 | .39 | 1,167.90 | 4.17 | 1,277.60 | 4.56 | |
| Tishomingo | do | 545 | 310.44 | .57 | 1,460.00 | 2.68 | 1,770.44 | 3.25 | |
| Tulsa | Creek | 654.58 | 152.00 | .23 | 1,896.37 | 2.90 | 2,048.37 | 3.13 | |
| Vian | Cherokee | 220.62 | 85.70 | .39 | 451.68 | 2.05 | 537.38 | 2.44 | |
| Vinita | do | 946.23 | 472.50 | .50 | 2,591.47 | 2.74 | 3,063.97 | 3.24 | |
| Valliant | Choctaw | 120 | | | | | | | |
| Wagoner | Creek | 2,700 | | | | | | | Wagoner T. C. |
| Wapanucka | Choctaw | 425 | 89.10 | .21 | 800.00 | 1.88 | 889.10 | 2.09 | |
| Webbers Falls | Cherokee | 80.50 | 66.37 | .82 | 409.20 | 5.08 | 475.57 | 5.90 | |
| Welch | do | 160 | 47.42 | .30 | 313.50 | 1.96 | 360.92 | 2.26 | |
| Westville | do | 179.99 | 159.35 | .89 | 390.14 | 2.17 | 549.49 | 3.05 | |
| Wetumka | Creek | 160 | | | | | 85.00 | .53 | |
| Whitefield | Choctaw | 100.57 | 86.50 | .86 | 221.00 | 2.20 | 307.50 | 3.06 | |
| Wilburton | do | 275.58 | 129.44 | .47 | 900.00 | 3.27 | 1,029.44 | 3.74 | |
| Wildcat | Creek | 158 | 90.85 | .57 | 238.62 | 1.51 | 329.47 | 2.09 | |
| Winchell | do | 160 | | | | | 85.00 | .53 | |
| Wister | Choctaw | 149.78 | 100.02 | .67 | 599.11 | 4.00 | 699.13 | 4.67 | |
| Woodville | Chickasaw | 165 | | | | | 126.88 | .77 | |
| Wynnewood | do | 767.50 | 208.50 | .27 | 2,072.25 | 2.70 | 2,280.75 | 2.97 | |

a Includes $1.97 per acre extra subdivision.

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## APPENDIX NO. 1.

### AGREEMENT BETWEEN THE COMMISSION TO THE FIVE CIVILIZED TRIBES AND THE SEMINOLE COMMISSION.

This agreement by and between the Government of the United States, of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Frank C. Armstrong. Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the government of the Seminole Nation in Indian Territory, of the second part, entered into on behalf of said government by its commission, duly appointed and authorized thereunto, viz, John F. Brown, Okchan Harjo, William Cully, K. N. Kinkehee, Thomas West, and Thomas Factor.

Witnesseth, that in consideration of the mutual undertakings herein contained, it is agreed as follows:

All lands belonging to the Seminole tribe of Indians shall be divided into three classes, designated as first, second, and third class, the first class to be appraised at five dollars, the second class at two dollars and fifty cents, and the third class at one dollar and twenty-five cents per acre, and the same shall be divided among the members of the tribe so that each shall have an equal share thereof in value, so far as may be, the location and fertility of the soil considered; giving to each the right to select his allotment so as to include any improvements thereon, owned by him at the time, and each allottee shall have the sole right of occupancy of the land so allotted to him, during the existence of the present tribal government, and until the members of said tribe shall have become citizens of the United States. Such allotments shall be made under the direction and supervision of the Commission to the Five Civilized Tribes in connection with a representative appointed by the tribal government; and the chairman of said Commission shall execute and deliver to each allottee a certificate describing therein the land allotted to him.

All contracts for sale, disposition, or encumbrance of any part of any allotment made prior to date of patent shall be void.

Any allottee may lease his allotment for any period not exceeding six years, the contract therefor to be executed in triplicate upon printed blanks provided by the tribal government, and before the same shall become effective it shall be approved by the principal chief and a copy filed in the office of the clerk of the United States court at Wewoka.

No lease of any coal, mineral, coal oil, or natural gas within said nation shall be valid unless made with the tribal government, by and with the consent of the allottee and approved by the Secretary of the Interior.

Should there be discovered on any allotment any coal, mineral, coal oil, or natural gas, and the same should be operated so as to produce royalty, one-half of such royalty shall be paid to such allottee and the remaining half into the tribal treasury until extinguishment of tribal government, and the latter shall be used for the purpose of equalizing the value of allotments; and, if the same be insufficient therefor, any other funds belonging to the tribe, upon extinguishment of tribal government, may be used for such purpose, so that each allotment may be made equal in value as aforesaid.

The town site of Wewoka shall be controlled and disposed of according to the provisions of an act of the general council of the Seminole Nation, approved April 23, 1897, relative thereto; and on extinguishment of the tribal government deeds of conveyance shall issue to owners of lots as herein provided for allottees; and all lots remaining unsold at that time may be sold in such manner as may be prescribed by the Secretary of the Interior.

Five hundred thousand dollars ($500,000) of the funds belonging to the Seminoles, now held by the United States, shall be set apart as a permanent school fund for the education of children of the members of said tribe, and shall be held by the United States at five per cent interest, or invested so as to produce such amount of interest, which shall be, after extinguishment of tribal government, applied by the Secretary of the Interior to the support of Mekasuky and Emahaka academies, and the district schools of the Seminole people; and there shall be selected and excepted from allotment three hundred and twenty acres of land for each of said academies and eighty acres each for eight district schools in the Seminole country.

There shall also be excepted from allotment one-half acre for the use and occupancy of each of twenty-four churches, including those already existing and such



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others as may hereafter be established in the Seminole country, by and with consent of the general council of the nation; but should any part of same at any time cease to be used for church purposes such part shall at once revert to the Seminole people and be added to the lands set apart for the use of said district schools.

One acre in each township shall be excepted from allotment, and the same may be purchased by the United States, upon which to establish schools for the education of children of noncitizens when deemed expedient.

When the tribal government shall cease to exist the principal chief last elected by said tribe shall execute, under his hand and the seal of the nation, and deliver to each allottee a deed conveying to him all the right, title, and interest of the said nation and the members thereof in and to the lands so allotted to him, and the Secretary of the Interior shall approve such deed, and the same shall thereupon operate as a relinquishment of the right, title, and interest of the United States in and to the land embraced in said conveyance and as a guaranty by the United States of the title of said lands to the allottee; and the acceptance of such deed by the allottee shall be a relinquishment of his title to and interest in all other lands belonging to the tribe, except such as may have been excepted from allotment and held in common for other purposes. Each allottee shall designate one tract of forty acres, which shall, by the terms of the deed, be made inalienable and nontaxable as a homestead in perpetuity.

All moneys belonging to the Seminoles remaining after equalizing the value of allotments as herein provided and reserving said sum of five hundred thousand dollars for school fund shall be paid per capita to the members of said tribe in three equal installments, the first to be made as soon as convenient after allotment and extinguishment of tribal government and the others at one and two years, respectively. Such payments shall be made by a person appointed by the Secretary of the Interior, who shall prescribe the amount of and approve the bond to be given by such person, and strict account shall be given to the Secretary of the Interior for such disbursements.

The "loyal Seminole claim" shall be submitted to the United States Senate, which shall make final determination of same, and, if sustained, shall provide for payment thereof within two years from date hereof.

There shall hereafter be held, at the town of Wewoka, the present capital of the Seminole Nation, regular terms of the United States court as at other points in the judicial district of which the Seminole Nation is a part.

The United States agrees to maintain strict laws in the Seminole country against the introduction, sale, barter, or giving away of intoxicants of any kind or quality.

This agreement shall in no wise affect the provisions of existing treaties between the Seminole Nation and the United States, except in so far as it is inconsistent therewith.

The United States courts now existing or that may hereafter be created in Indian Territory shall have exclusive jurisdiction of all controversies growing out of the title, ownership, occupation, or use of real estate owned by the Seminoles, and to try all persons charged with homicide, embezzlement, bribery, and embracery hereafter committed in the Seminole country, without reference to race or citizenship of the persons charged with such crime; and any citizen or officer of said nation charged with any such crime, if convicted, shall be punished as if he were a citizen or officer of the United States; and the courts of said nation shall retain all the jurisdiction which they now have, except as herein transferred to the courts of the United States.

When this agreement is ratified by the Seminole Nation and the United States the same shall serve to repeal all the provisions of the act of Congress approved June 7, 1897, in any manner affecting the proceedings of the general council of the Seminole Nation.

It being known that the Seminole Reservation is insufficient for allotments for the use of the Seminole people, upon which they, as citizens, holding in severalty, may reasonably and adequately maintain their families, the United States will make effort to purchase from the Creek Nation, at one dollar and twenty-five cents per acre, two hundred thousand acres of land, immediately adjoining the eastern boundary of the Seminole Reservation, and lying between the North Fork and South Fork of the Canadian River, in trust for, and to be conveyed by proper patent by the United States to, the Seminole Indians, upon said sum of one dollar and twenty-five cents per acre being reimbursed to the United States by said Seminole Indians; the same to be allotted as herein provided for lands now owned by the Seminoles.

This agreement shall be binding on the United States when ratified by Congress, and on the Seminole people when ratified by the general council of the Seminole Nation.

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In witness whereof, the said commissioners have hereunto affixed their names at Muskogee, Indian Territory, this sixteenth day of December, A. D. 1897.

TAMS BIXBY,
FRANK C. ARMSTRONG,
ARCHIBALD S. MCKENNON,
THOMAS B. NEEDLES,
*Commission to the Five Civilized Tribes.*
ALLISON L. AYLESWORTH,
*Secretary.*

JOHN F. BROWN,
OKCHAN HARJO,
WILLIAM CULLY,
K. N. KINKEHEE,
THOMAS WEST,
THOMAS FACTOR,
*Seminole Commission.*
A. J. BROWN,
*Secretary.*

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## APPENDIX NO. 2.

[PUBLIC—No. 162.]

AN ACT For the protection of the people of the Indian Territory, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That in all criminal prosecutions in the Indian Territory against officials for embezzlement, bribery, and embracery the word "officer," when the same appears in the criminal laws heretofore extended over and put in force in said Territory, shall include all officers of the several tribes or nations of Indians in said Territory.

SEC. 2. That when in the progress of any civil suit, either in law or equity, pending in the United States court in any district in said Territory, it shall appear to the court that the property of any tribe is in any way affected by the issues being heard, said court is hereby authorized and required to make said tribe a party to said suit by service upon the chief or governor of the tribe, and the suit shall thereafter be conducted and determined as if said tribe had been an original party to said action.

SEC. 3. That said courts are hereby given jurisdiction in their respective districts to try cases against those who may claim to hold as members of a tribe and whose membership is denied by the tribe, but who continue to hold said lands and tenements notwithstanding the objection of the tribe; and if it be found upon trial that the same are held unlawfully against the tribe by those claiming to be members thereof, and the membership and right are disallowed by the Commission to the Five Tribes, or the United States court, and the judgment has become final, then said court shall cause the parties charged with unlawfully holding said possessions to be removed from the same and cause the lands and tenements to be restored to the person or persons or nation or tribe of Indians entitled to the possession of the same: *Provided always*, That any person being a noncitizen in possession of lands, holding the possession thereof under an agreement, lease, or improvement contract with either of said nations or tribes, or any citizen thereof, executed prior to January first, eighteen hundred and ninety-eight, may, as to lands not exceeding in amount one hundred and sixty acres, in defense of any action for the possession of said lands show that he is and has been in peaceable possession of such lands, and that he has while in such possession made lasting and valuable improvements thereon, and that he has not enjoyed the possession thereof a sufficient length of time to compensate him for such improvements. Thereupon the court or jury trying said cause shall determine the fair and reasonable value of such improvements and the fair and reasonable rental value of such lands for the time the same shall have been occupied by such person; and if the improvements exceed in value the amount of rents with which such persons should be charged, the court, in its judgment, shall specify such time as will, in the opinion of the court, compensate such person for the balance due, and award him possession for such time unless the amount be paid by claimant within such reasonable time as the court shall specify. If the finding be that the amount of rents exceed the value of the improvements, judgment shall be rendered against the defendant for such sum, for which execution may issue.

SEC. 4. That all persons who have heretofore made improvements on lands belonging to any one of the said tribes of Indians, claiming rights of citizenship, whose claims have been decided adversely under the act of Congress approved June tenth, eighteen hundred and ninety-six, shall have possession thereof until and including December thirty-first, eighteen hundred and ninety-eight; and may, prior to that time, sell or dispose of the same to any member of the tribe owning the land who desires to take the same in his allotment: *Provided*, That this section shall not apply

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to improvements which have been appraised and paid for or payment tendered by the Cherokee Nation under the agreement with the United States approved by Congress March third, eighteen hundred and ninety-three.

SEC. 5. That before any action by any tribe or person shall be commenced under section three of this Act it shall be the duty of the party bringing the same to notify the adverse party to leave the premises for the possession of which the action is about to be brought, which notice shall be served at least thirty days before commencing the action by leaving a written copy with the defendant, or, if he can not be found, by leaving the same at his last known place of residence or business with any person occupying the premises over the age of twelve years, or, if his residence or business address can not be ascertained, by leaving the same with any person over the age of twelve years upon the premises sought to be recovered and described in said notice; and if there be no person with whom said notice can be left, then by posting same on the premises.

SEC. 6. That the summons shall not issue in such action until the chief or governor of the tribe, or person or persons bringing suit in his own behalf, shall have filed a sworn complaint, on behalf of the tribe or himself, with the court, which shall, as near as practicable, describe the premises so detained, and shall set forth a detention without the consent of the person bringing said suit or the tribe, by one whose membership is denied by it: *Provided*, That if the chief or governor refuse or fail to bring suit in behalf of the tribe, then any member of the tribe may make complaint and bring said suit.

SEC. 7. That the court in granting a continuance of any case, particularly under section three, may, in its discretion, require the party applying therefor to give an undertaking to the adverse party, with good and sufficient securities, to be approved by the judge of the court, conditioned for the payment of all damages and costs and defraying the rent which may accrue if judgment be rendered against him.

SEC. 8. That when a judgment for restitution shall be entered by the court the clerk shall, at the request of the plaintiff or his attorney, issue a writ of execution thereon, which shall command the proper officer of the court to cause the defendant or defendants to be forthwith removed and ejected from the premises and the plaintiff given complete and undisturbed possession of the same. The writ shall also command the said officer to levy upon the property of the defendant or defendants subject to execution, and also collect therefrom the costs of the action and all accruing costs in the service of the writ. Said writ shall be executed within thirty days.

SEC. 9. That the jurisdiction of the court and municipal authority of the city of Fort Smith for police purposes in the State of Arkansas is hereby extended over all that strip of land in the Indian Territory lying and being situate between the corporate limits of the said city of Fort Smith and the Arkansas and Poteau rivers, and extending up the said Poteau River to the mouth of Mill Creek; and all the laws and ordinances for the preservation of the peace and health of said city, as far as the same are applicable, are hereby put in force therein: *Provided*, That no charge or tax shall ever be made or levied by said city against said land or the tribe or nation to whom it belongs.

SEC. 10. That all actions for restitution of possession of real property under this act must be commenced by the service of a summons within two years after the passage of this act, where the wrongful detention or possession began prior to the date of its passage; and all actions which shall be commenced hereafter based upon wrongful detention or possession committed since the passage of this act must be commenced within two years after the cause of action accrued. And nothing in this act shall take away the right to maintain an action for unlawful and forcible entry and detainer given by the act of Congress passed May second, eighteen hundred and ninety (Twenty-sixth United States Statutes, page ninety-five).

SEC. 11. That when the roll of citizenship of any one of said nations or tribes is fully completed as provided by law, and the survey of the lands of said nation or tribe is also completed, the Commission heretofore appointed under acts of Congress, and known as the "Dawes Commission," shall proceed to allot the exclusive use and occupancy of the surface of all the lands of said nation or tribe susceptible of allotment among the citizens thereof, as shown by said roll, giving to each, as far as possible, his fair and equal share thereof, considering the nature and fertility of the soil, location, and value of same; but all oil, coal, asphalt, and mineral deposits in the lands of any tribe are reserved to such tribe, and no allotment of such lands shall carry the title to such oil, coal, asphalt, or mineral deposits; and all town sites shall also be reserved to the several tribes, and shall be set apart by the Commission heretofore mentioned as incapable of allotment. There shall also be reserved from allotment a sufficient amount of lands now occupied by churches, schools, parsonages, charitable institutions, and other public buildings for their present actual and nec-

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essary use, and no more, not to exceed five acres for each school and one acre for each church and each parsonage, and for such new schools as may be needed; also sufficient land for burial grounds where necessary. When such allotment of the lands of any tribe has been by them completed, said Commission shall make full report thereof to the Secretary of the Interior for his approval: *Provided*, That nothing herein contained shall in any way affect any vested legal rights which may have been heretofore granted by act of Congress, nor be so construed as to confer any additional rights upon any parties claiming under any such act of Congress: *Provided further*, That whenever it shall appear that any member of a tribe is in possession of lands, his allotment may be made out of the lands in his possession, including his home if the holder so desires: *Provided further*, That if the person to whom an allotment shall have been made shall be declared, upon appeal as herein provided for, by any of the courts of the United States in or for the aforesaid Territory, to have been illegally accorded rights of citizenship, and for that or any other reason declared to be not entitled to any allotment, he shall be ousted and ejected from said lands; that all persons known as intruders who have been paid for their improvements under existing laws and have not surrendered possession thereof who may be found under the provisions of this act to be entitled to citizenship shall, within ninety days thereafter, refund the amount so paid them, with six per centum interest, to the tribe entitled thereto; and upon their failure so to do said amount shall become a lien upon all improvements owned by such person in such Territory, and may be enforced by such tribe; and unless such person makes such restitution no allotments shall be made to him: *Provided further*, That the lands allotted shall be nontransferable until after full title is acquired and shall be liable for no obligations contracted prior thereto by the allottee, and shall be nontaxable while so held: *Provided further*, That all towns and cities heretofore incorporated or incorporated under the provisions of this act are hereby authorized to secure, by condemnation or otherwise, all the lands actually necessary for public improvements, regardless of tribal lines; and when the same can not be secured otherwise than by condemnation, then the same may be acquired as provided in sections nine hundred and seven and nine hundred and twelve, inclusive, of Mansfield's Digest of the Statutes of Arkansas.

SEC. 12. That when report of allotments of lands of any tribe shall be made to the Secretary of the Interior, as hereinbefore provided, he shall make a record thereof, and when he shall confirm such allotments the allottees shall remain in peaceable and undisturbed possession thereof, subject to the provisions of this act.

SEC. 13. That the Secretary of the Interior is hereby authorized and directed from time to time to provide rules and regulations in regard to the leasing of oil, coal, asphalt, and other minerals in said Territory, and all such leases shall be made by the Secretary of the Interior; and any lease for any such minerals otherwise made shall be absolutely void. No lease shall be made or renewed for a longer period than fifteen years, nor cover the mineral in more than six hundred and forty acres of land, which shall conform as nearly as possible to the surveys. Lessees shall pay on each oil, coal, asphalt, or other mineral claim at the rate of one hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years, and five hundred dollars, in advance, for each succeeding year thereafter, as advanced royalty on the mine or claim on which they are made. All such payments shall be a credit on royalty when each said mine is developed and operated and its production is in excess of such guaranteed annual advanced payments; and all lessees must pay said annual advanced payments on each claim, whether developed or undeveloped; and should any lessee neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and the royalties paid in advance shall then become and be the money and property of the tribe. Where any oil, coal, asphalt, or other mineral is hereafter opened on land allotted, sold, or reserved, the value of the use of the necessary surface for prospecting or mining, and the damage done to the other land and improvements, shall be ascertained under the direction of the Secretary of the Interior and paid to the allottee or owner of the land by the lessee or party operating the same, before operations begin: *Provided*, That nothing herein contained shall impair the rights of any holder or owner of a leasehold interest in any oil, coal rights, asphalt, or mineral which have been assented to by act of Congress, but all such interest shall continue unimpaired hereby, and shall be assured to such holders or owners by leases from the Secretary of the Interior for the term not exceeding fifteen years, but subject to the payment of advance royalties as herein provided, when such leases are not operated, to the rate of royalty on coal mined, and the rules and regulations to be prescribed by the Secretary of the Interior, and preference shall be given to such parties in renewals of such leases: *And provided*

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*further*, That when, under the customs and laws heretofore existing and prevailing in the Indian Territory, leases have been made of different groups or parcels of oil, coal, asphalt, or other mineral deposits, and possession has been taken thereunder and improvements made for the development of such oil, coal, asphalt, or other mineral deposits, by lessees or their assigns, which have resulted in the production of oil, coal, asphalt, or other mineral in commercial quantities by such lessees or their assigns, then such parties in possession shall be given preference in the making of new leases, in compliance with the directions of the Secretary of the Interior; and in making new leases due consideration shall be made for the improvements of such lessees, and in all cases of the leasing or renewal of leases of oil, coal, asphalt, and other mineral deposits preference shall be given to parties in possession who have made improvements. The rate of royalty to be paid by all lessees shall be fixed by the Secretary of the Interior.

SEC. 14. That the inhabitants of any city or town in said Territory having two hundred or more residents therein may proceed, by petition to the United States court in the district in which such city or town is located, to have the same incorporated as provided in chapter twenty-nine of Mansfield's Digest of the Statutes of Arkansas, if not already incorporated thereunder; and the clerk of said court shall record all papers and perform all the acts required of the recorder of the county, or the clerk of the county court, or the secretary of state, necessary for the incorporation of any city or town, as provided in Mansfield's Digest, and such city or town government, when so authorized and organized, shall possess all the powers and exercise all the rights of similar municipalities in said State of Arkansas. All male inhabitants of such cities and towns over the age of twenty-one years, who are citizens of the United States or of either of said tribes, who have resided therein more than six months next before any election held under this act, shall be qualified voters at such election. That mayors of such cities and towns, in addition to their other powers, shall have the same jurisdiction in all civil and criminal cases arising within the corporate limits of such cities and towns as, and coextensive with, United States commissioners in the Indian Territory, and may charge, collect, and retain the same fees as such commissioners now collect and account for to the United States; and the marshal or other executive officer of such city or town may execute all processes issued in the exercise of the jurisdiction hereby conferred, and charge and collect the same fees for similar services, as are allowed to constables under the laws now in force in said Territory.

All elections shall be conducted under the provisions of chapter fifty-six of said digest, entitled "Elections," so far as the same may be applicable; and all inhabitants of such cities and towns, without regard to race, shall be subject to all laws and ordinances of such city or town governments and shall have equal rights, privileges, and protection therein. Such city or town governments shall in no case have any authority to impose upon or levy any tax against any lands in said cities or towns until after title is secured from the tribe; but all other property, including all improvements on town lots, which for the purposes of this act shall be deemed and considered personal property, together with all occupations and privileges, shall be subject to taxation. And the councils of such cities and towns, for the support of the same and for school and other public purposes, may provide by ordinance for the assessment, levy, and collection annually of a tax upon such property, not to exceed in the aggregate two per centum of the assessed value thereof, in manner provided in chapter one hundred and twenty-nine of said digest, entitled "Revenue," and for such purposes may also impose a tax upon occupations and privileges.

Such councils may also establish and maintain free schools in such cities and towns, under the provisions of sections sixty-two hundred and fifty-eight to sixty-two hundred and seventy-six, inclusive, of said digest, and may exercise all the powers conferred upon special school districts in cities and towns in the State of Arkansas by the laws of said State when the same are not in conflict with the provisions of this act.

For the purposes of this section all the laws of said State of Arkansas herein referred to, so far as applicable, are hereby put in force in said Territory; and the United States court therein shall have jurisdiction to enforce the same, and to punish any violation thereof, and the city or town councils shall pass such ordinances as may be necessary for the purpose of making the laws extended over them applicable to them and for carrying the same into effect: *Provided*, That nothing in this act, or in the laws of the State of Arkansas, shall authorize or permit the sale, or exposure for sale, of any intoxicating liquor in said Territory, or the introduction thereof into said Territory; and it shall be the duty of the district attorneys in said Territory and the officers of such municipalities to prosecute all violators of the laws of the United States relating to the introduction of intoxicating liquors into said Territory, or to their sale, or exposure for sale, therein: *Provided further*, That owners and holders

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of leases or improvements in any city or town shall be privileged to transfer the same.

SEC. 15. That there shall be a commission in each town for each one of the Chickasaw, Choctaw, Creek, and Cherokee tribes, to consist of one member to be appointed by the executive of the tribe, who shall not be interested in town property, other than his home; one person to be appointed by the Secretary of the Interior, and one member to be selected by the town. And if the executive of the tribe or the town fail to select members as aforesaid, they may be selected and appointed by the Secretary of the Interior.

Said commissions shall cause to be surveyed and laid out town sites where towns with a present population of two hundred or more are located, conforming to the existing survey so far as may be, with proper and necessary streets, alleys, and public grounds, including parks and cemeteries, giving to each town such territory as may be required for its present needs and reasonable prospective growth; and shall prepare correct plats thereof, and file one with the Secretary of the Interior, one with the clerk of the United States court, one with the authorities of the tribe, and one with the town authorities. And all town lots shall be appraised by said commission at their true value, excluding improvements; and separate appraisements shall be made of all improvements thereon; and no such appraisement shall be effective until approved by the Secretary of the Interior, and in case of disagreement by the members of such commission as to the value of any lot, said Secretary may fix the value thereof.

The owner of the improvements upon any town lot, other than fencing, tillage, or temporary buildings, may deposit in the United States Treasury, Saint Louis, Missouri, one-half of such appraised value; ten per centum within two months and fifteen per centum more within six months after notice of appraisement, and the remainder in three equal annual installments thereafter, depositing with the Secretary of the Interior one receipt for each payment, and one with the authorities of the tribe, and such deposits shall be deemed a tender to the tribe of the purchase money for such lot.

If the owner of such improvements on any lot fails to make deposit of the purchase money as aforesaid, then such lot may be sold in the manner herein provided for the sale of unimproved lots; and when the purchaser thereof has complied with the requirements herein for the purchase of improved lots he may, by petition, apply to the United States court within whose jurisdiction the town is located for condemnation and appraisement of such improvements, and petitioner shall, after judgment, deposit the value so fixed with the clerk of the court; and thereupon the defendant shall be required to accept same in full payment for his improvements or remove same from the lot within such time as may be fixed by the court.

All town lots not improved as aforesaid shall belong to the tribe, and shall be in like manner appraised, and, after approval by the Secretary of the Interior, and due notice, sold to the highest bidder at public auction by said commission, but not for less than their appraised value, unless ordered by the Secretary of the Interior; and purchasers may in like manner make deposits of the purchase money with like effect, as in case of improved lots.

The inhabitants of any town may, within one year after the completion of the survey thereof, make such deposit of ten dollars per acre for parks, cemeteries, and other public grounds laid out by said commission with like effect as for improved lots; and such parks and public grounds shall not be used for any purpose until such deposits are made.

The person authorized by the tribe or tribes may execute or deliver to any such purchaser, without expense to him, a deed conveying to him the title to such lands or town lots; and thereafter the purchase money shall become the property of the tribe; and all such money shall, when titles to all the lots in the towns belonging to any tribe have been thus perfected, be paid per capita to the members of the tribe: *Provided, however*, That in those town sites designated and laid out under the provisions of this act where coal leases are now being operated and coal is being mined there shall be reserved from appraisement and sale all lots occupied by houses of miners actually engaged in mining, and only while they are so engaged, and in addition thereto a sufficient amount of land, to be determined by the appraisers, to furnish homes for the men actually engaged in working for the lessees operating said mines and a sufficient amount for all buildings and machinery for mining purposes: *And provided further*, That when the lessees shall cease to operate said mines, then, and in that event, the lots of land so reserved shall be disposed of as provided for in this act.

SEC. 16. That it shall be unlawful for any person, after the passage of this act, except as hereinafter provided, to claim, demand, or receive, for his own use or for

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the use of anyone else, any royalty on oil, coal, asphalt, or other mineral, or on any timber or lumber, or any other kind of property whatsoever, or any rents on any lands or property belonging to anyone of said tribes or nations in said Territory, or for anyone to pay to any individual any such royalty or rents or any consideration therefor whatsoever; and all royalties and rents hereafter payable to the tribe shall be paid, under such rules and regulations as may be prescribed by the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe to which they belong: *Provided*, That where any citizen shall be in possession of only such amount of agricultural or grazing lands as would be his just and reasonable share of the lands of his nation or tribe and that to which his wife and minor children are entitled, he may continue to use the same or receive the rents thereon until allotment has been made to him: *Provided further*, That nothing herein contained shall impair the rights of any member of a tribe to dispose of any timber contained on his, her, or their allotment.

SEC. 17. That it shall be unlawful for any citizen of any one of said tribes to inclose or in any manner, by himself or through another, directly or indirectly, to hold possession of any greater amount of lands or other property belonging to any such nation or tribe than that which would be his approximate share of the lands belonging to such nation or tribe and that of his wife and his minor children as per allotment herein provided; and any person found in such possession of lands or other property in excess of his share and that of his family, as aforesaid, or having the same in any manner inclosed, at the expiration of nine months after the passage of this act, shall be deemed guilty of a misdemeanor.

SEC. 18. That any person convicted of violating any of the provisions of sections sixteen and seventeen of this act shall be deemed guilty of a misdemeanor and punished by a fine of not less than one hundred dollars, and shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs), and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. And the United States district attorneys in said Territory are required to see that the provisions of said sections are strictly enforced and they shall at once proceed to dispossess all persons of such excessive holding of lands and to prosecute them for so unlawfully holding the same.

SEC. 19. That no payment of any moneys on any account whatever shall hereafter be made by the United States to any of the tribal governments or to any officer thereof for disbursement, but payments of all sums to members of said tribes shall be made under direction of the Secretary of the Interior by an officer appointed by him; and per capita payments shall be made direct to each individual in lawful money of the United States, and the same shall not be liable to the payment of any previously contracted obligation.

SEC. 20. That the commission hereinbefore named shall have authority to employ, with approval of the Secretary of the Interior, all assistance necessary for the prompt and efficient performance of all duties herein imposed, including competent surveyors to make allotments, and to do any other needed work, and the Secretary of the Interior may detail competent clerks to aid them in the performance of their duties.

SEC. 21. That in making rolls of citizenship of the several tribes, as required by law, the Commission to the Five Civilized Tribes is authorized and directed to take the roll of Cherokee citizens of eighteen hundred and eighty (not including freedmen) as the only roll intended to be confirmed by this and preceding acts of Congress, and to enroll all persons now living whose names are found on said roll, and all descendants born since the date of said roll to persons whose names are found thereon; and all persons who have been enrolled by the tribal authorities who have heretofore made permanent settlement in the Cherokee Nation whose parents, by reason of their Cherokee blood, have been lawfully admitted to citizenship by the tribal authorities, and who were minors when their parents were so admitted; and they shall investigate the right of all other persons whose names are found on any other rolls and omit all such as may have been placed thereon by fraud or without authority of law, enrolling only such as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled to citizenship under Cherokee laws.

It shall make a roll of Cherokee freedmen in strict compliance with the decree of the Court of Claims rendered the third day of February, eighteen hundred and ninety-six.

Said commission is authorized and directed to make correct rolls of the citizens by blood of all the other tribes, eliminating from the tribal rolls such names as may have been placed thereon by fraud or without authority of law, enrolling such only

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as may have lawful right thereto, and their descendants born since such rolls were made, with such intermarried white persons as may be entitled io Choctaw and Chickasaw citizenship under the treaties and the laws of said tribes.

Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the treaty between the United States and the Choctaw Nation concluded September twenty-seventh, eighteen hundred and thirty, and to that end they may administer oaths, examine witnesses, and perform all other acts necessary thereto and make report to the Secretary of the Interior.

The roll of Creek freedmen made by J. W. Dunn, under authority of the United States, prior to March fourteenth, eighteen hundred and sixty-seven, is hereby confirmed, and said commission is directed to enroll all persons now living whose names are found on said rolls, and all descendants born since the date of said roll to persons whose names are found thereon, with such other persons of African descent as may have been rightfully admitted by the lawful authorities of the Creek Nation.

It shall make a correct roll of all Choctaw freedmen entitled to citizenship under the treaties and laws of the Choctaw Nation, and all their descendants born to them since the date of the treaty.

It shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty, and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined in such manner as shall be hereafter provided by Congress.

The several tribes may, by agreement, determine the right of persons who for any reason may claim citizenship in two or more tribes, and to allotment of lands and distribution of moneys belonging to each tribe; but if no such agreement be made, then such claimant shall be entitled to such rights in one tribe only, and may elect in which tribe he will take such right; but if he fail or refuse to make such selection in due time, he shall be enrolled in the tribe with whom he has resided, and there be given such allotment and distributions, and not elsewhere.

No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship: *Provided, however*, That nothing contained in this act shall be so construed as to militate against any rights or privileges which the Mississippi Choctaws may have under the laws of or the treaties with the United States.

Said commission shall make such rolls descriptive of the persons thereon, so that they may be thereby identified, and it is authorized to take a census of each of said tribes, or to adopt any other means by them deemed necessary to enable them to make such rolls. They shall have access to all rolls and records of the several tribes, and the United States court in Indian Territory shall have jurisdiction to compel the officers of the tribal governments and custodians of such rolls and records to deliver same to said commission, and on their refusal or failure to do so to punish them as for contempt; as also to require all citizens of said tribes, and persons who should be so enrolled, to appear before said commission for enrollment, at such times and places as may be fixed by said commission, and to enforce obedience of all others concerned, so far as the same may be necessary, to enable said commission to make rolls as herein required, and to punish anyone who may in any manner or by any means obstruct said work.

The rolls so made, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon, with their descendants thereafter born to them, with such persons as may intermarry according to tribal laws, shall alone constitute the several tribes which they represent.

The members of said commission shall, in performing all duties required of them by law, have authority to administer oaths, examine witnesses, and send for persons and papers; and any person who shall willfully and knowingly make any false affidavit or oath to any material fact or matter before any member of said commission, or before any other officer authorized to administer oaths, to any affidavit or other paper to be filed or oath taken before said commission, shall be deemed guilty of perjury, and on conviction thereof shall be punished as for such offense.

SEC. 22. That where members of one tribe, under intercourse laws, usages, or customs, have made homes within the limits and on the lands of another tribe, they may retain and take allotment, embracing same under such agreement as may be made within such tribes respecting such settlers; but if no such agreement be made the improvements so made shall be appraised, and the value thereof, including all damages incurred by such settler incident to enforced removal, shall be paid to him

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immediately upon removal, out of any funds belonging to the tribe, or such settler, if he so desire, may make private sale of his improvements to any citizen of the tribe owning the lands: *Provided*, That he shall not be paid for improvements made on lands in excess of that to which he, his wife, and minor children are entitled to under this act.

SEC. 23. That all leases of agricultural or grazing land belonging to any tribe made after the first day of January, eighteen hundred and ninety-eight, by the tribe or any member thereof, shall be absolutely void, and all such grazing leases made prior to said date shall terminate on the first day of April, eighteen hundred and ninety-nine; and all such agricultural leases shall terminate on January first, nineteen hundred; but this shall not prevent individuals from leasing their allotments when made to them as provided in this act, nor from occupying or renting their proportionate shares of the tribal lands until the allotments herein provided for are made.

SEC. 24. That all moneys paid into the United States Treasury at Saint Louis, Missouri, under provisions of this act shall be placed to the credit of the tribe to which they belong; and the assistant United States treasurer shall give triplicate receipts therefor to the depositor.

SEC. 25. That before any allotment shall be made of lands in the Cherokee Nation, there shall be segregated therefrom by the commission heretofore mentioned, in separate allotments or otherwise, the one hundred and fifty-seven thousand six hundred acres purchased by the Delaware tribe of Indians from the Cherokee Nation under agreement of April eighth, eighteen hundred and sixty-seven, subject to the judicial determination of the rights of said descendants and the Cherokee Nation under said agreement. That the Delaware Indians residing in the Cherokee Nation are hereby authorized and empowered to bring suit in the Court of Claims of the United States, within sixty days after the passage of this act, against the Cherokee Nation, for the purpose of determining the rights of said Delaware Indians in and to the lands and funds of said nation under their contract and agreement with the Cherokee Nation dated April eighth, eighteen hundred and sixty-seven; or the Cherokee Nation may bring a like suit against said Delaware Indians; and jurisdiction is conferred on said court to adjudicate and fully determine the same, with right of appeal to either party to the Supreme Court of the United States.

SEC. 26. That on and after the passage of this act the laws of the various tribes or nations of Indians shall not be enforced at law or in equity by the courts of the United States in the Indian Territory.

SEC. 27. That the Secretary of the Interior is authorized to locate one Indian inspector in Indian Territory, who may, under his authority and direction, perform any duties required of the Secretary of the Interior by law, relating to affairs therein.

SEC. 28. That on the first day of July, eighteen hundred and ninety-eight, all tribal courts in Indian Territory shall be abolished, and no officer of said courts shall thereafter have any authority whatever to do or perform any act theretofore authorized by any law in connection with said courts, or to receive any pay for same; and all civil and criminal causes then pending in any such court shall be transferred to the United States court in said Territory by filing with the clerk of the court the original papers in the suit: *Provided*, That this section shall not be in force as to the Chickasaw, Choctaw, and Creek tribes or nations until the first day of October, eighteen hundred and ninety-eight.

SEC. 29. That the agreement made by the Commission to the Five Civilized Tribes with commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-third day of April, eighteen hundred and ninety-seven, as herein amended, is hereby ratified and confirmed, and the same shall be of full force and effect if ratified before the first day of December, eighteen hundred and ninety-eight, by a majority of the whole number of votes cast by the members of said tribes at an election held for that purpose; and the executives of said tribes are hereby authorized and directed to make public proclamation that said agreement shall be voted on at the next general election, or at any special election to be called by such executives for the purpose of voting on said agreement; and at the election held for such purpose all male members of each of said tribes qualified to vote under his tribal laws shall have the right to vote at the election precinct most convenient to his residence, whether the same be within the bounds of his tribe or not: *Provided*, That no person whose right to citizenship in either of said tribes or nations is now contested in original or appellate proceedings before any United States court shall be permitted to vote at said election: *Provided further*, That the votes cast in both said tribes or nations shall be forthwith returned duly certified by the precinct officers to the national secretaries of said tribes or nations, and shall be presented by said national secretaries to a board of commissioners consisting of the principal chief and national secretary of the Choctaw Nation, the governor and national secretary of the Chicka-

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saw Nation, and a member of the Commission to the Five Civilized Tribes, to be designated by the chairman of said commission; and said board shall meet without delay at Atoka, in the Indian Territory, and canvass and count said votes and make proclamation of the result; and if said agreement as amended be so ratified, the provisions of this act shall then only apply to said tribes where the same do not conflict with the provisions of said agreement; but the provisions of said agreement, if so ratified, shall not in any manner affect the provisions of section fourteen of this act, which said amended agreement is as follows:

This agreement, by and between the Government of the United States, of the first part, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Frank C. Armstrong, Archibald S. McKennon, Thomas B. Cabaniss, and Alexander B. Montgomery, duly appointed and authorized thereunto, and the governments of the Choctaw and Chickasaw tribes or nations of Indians in the Indian Territory, respectively, of the second part, entered into in behalf of such Choctaw and Chickasaw governments, duly appointed and authorized thereunto, viz: Green McCurtain, J. S. Standley, N. B. Ainsworth, Ben Hampton, Wesley Anderson, Amos Henry, D. C. Garland, and A. S. Williams, in behalf of the Choctaw Tribe or Nation, and R. M. Harris, I. O. Lewis, Holmes Colbert, P. S. Mosely, M. V. Cheadle, R. L. Murray, William Perry, A. H. Colbert, and R. L. Boyd, in behalf of the Chickasaw Tribe or Nation.

ALLOTMENT OF LANDS.

Witnesseth, That in consideration of the mutual undertakings, herein contained, it is agreed as follows:

That all the lands within the Indian Territory belonging to the Choctaw and Chickasaw Indians shall be allotted to the members of said tribes so as to give to each member of these tribes so far as possible a fair and equal share thereof, considering the character and fertility of the soil and the location and value of the lands.

That all the lands set apart for town sites, and the strip of land lying between the city of Fort Smith, Arkansas, and the Arkansas and Poteau rivers, extending up said river to the mouth of Mill Creek; and six hundred and forty acres each, to include the buildings now occupied by the Jones Academy, Tushkahoma Female Seminary, Wheelock Orphan Seminary, and Armstrong Orphan Academy, and ten acres for the capitol building of the Choctaw Nation; one hundred and sixty acres each, immediately contiguous to and including the buildings known as Bloomfield Academy, Lebanon Orphan Home, Harley Institute, Rock Academy, and Collins Institute, and five acres for the capitol building in the Chickasaw Nation, and the use of one acre of land for each church house now erected outside of the towns, and eighty acres of land each for J. S. Murrow, H. R. Schermerhorn, and the widow of R. S. Bell, who have been laboring as missionaries in the Choctaw and Chickasaw nations since the year eighteen hundred and sixty-six, with the same conditions and limitations as apply to lands allotted to the members of the Choctaw and Chickasaw nations, and to be located on lands not occupied by a Choctaw or a Chickasaw, and a reasonable amount of land, to be determined by the town-site commission, to include all court-houses and jails, and other public buildings not hereinbefore provided for, shall be exempted from division. And all coal and asphalt in or under the lands allotted and reserved from allotment shall be reserved for the sole use of the members of the Choctaw and Chickasaw tribes, exclusive of freedmen: *Provided*, That where any coal or asphalt is hereafter opened on land allotted, sold, or reserved, the value of the use of the necessary surface for prospecting or mining, and the damage done to the other land and improvements, shall be ascertained under the direction of the Secretary of the Interior and paid to the allottee or owner of the land by the lessee or party operating the same before operations begin. That in order to such equal division the lands of the Choctaws and Chickasaws shall be graded and appraised so as to give to each member, so far as possible, an equal value of the land: *Provided further*, That the Commission to the Five Civilized Tribes shall make a correct roll of Chickasaw freedmen entitled to any rights or benefits under the treaty made in eighteen hundred and sixty-six between the United States and the Choctaw and Chickasaw tribes and their descendants born to them since the date of said treaty, and forty acres of land, including their present residences and improvements, shall be allotted to each, to be selected, held, and used by them until their rights under said treaty shall be determined in such manner as shall hereafter be provided by act of Congress.

That the lands allotted to the Choctaw and Chickasaw freedmen are to be deducted from the portion to be allotted under this agreement to the members of the Choctaw and Chickasaw tribes so as to reduce the allotment to the Choctaws and Chickasaws by the value of the same.

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That the said Choctaw and Chickasaw freedmen who may be entitled to allotments of forty acres each shall be entitled each to land equal in value to forty acres of the average land of the two nations.

That in the appraisement of the lands to be allotted the Choctaw and Chickasaw tribes shall each have a representative, to be appointed by their respective executives, to cooperate with the Commission to the Five Civilized Tribes or anyone making appraisements under the direction of the Secretary of the Interior in grading and appraising the lands preparatory to allotment. And the land shall be valued in the appraisement as if in its original condition, excluding the improvements thereon.

That the appraisement and allotment shall be made under the direction of the Secretary of the Interior and shall begin as soon as the progress of the surveys, now being made by the United States Government, will admit.

That each member of the Choctaw and Chickasaw tribes, including Choctaw and Chickasaw freedmen, shall, where it is possible, have the right to take his allotment on land the improvements on which belong to him, and such improvements shall not be estimated in the value of his allotment. In the case of minor children allotments shall be selected for them by their father, mother, guardian, or the administrator having charge of their estate, preference being given in the order named, and shall not be sold during his minority. Allotments shall be selected for prisoners, convicts, and incompetents by some suitable person akin to them, and due care taken that all persons entitled thereto have allotments made to them.

All the lands allotted shall be nontaxable while the title remains in the original allottee, but not to exceed twenty-one years from date of patent, and each allottee shall select from his allotment a homestead of one hundred and sixty acres, for which he shall have a separate patent, and which shall be inalienable for twenty-one years from date of patent. This provision shall also apply to the Choctaw and Chickasaw freedman to the extent of his allotment. Selections for homesteads for minors to be made as provided herein in case of allotment, and the remainder of the lands allotted to said members shall be alienable for a price to be actually paid, and to include no former indebtedness or obligation—one-fourth of said remainder in one year, one-fourth in three years, and the balance of said alienable lands in five years from the date of the patent.

That all contracts looking to the sale or incumbrance in any way of the land of an allottee, except the sale hereinbefore provided, shall be null and void. No allottee shall lease his allotment, or any portion thereof, for a longer period than five years, and then without the privilege of renewal. Every lease which is not evidenced by writing, setting out specifically the terms thereof, or which is not recorded in the clerk's office of the United States court for the district in which the land is located, within three months after the date of its execution, shall be void, and the purchaser or lessee shall acquire no rights whatever by an entry or holding thereunder. And no such lease or any sale shall be valid as against the allottee unless providing to him a reasonable compensation for the lands sold or leased.

That all controversies arising between the members of said tribes as to their right to have certain lands allotted to them shall be settled by the commission making the allotments.

That the United States shall put each allottee in possession of his allotment and remove all persons therefrom objectionable to the allottee.

That the United States shall survey and definitely mark and locate the ninety-eighth (98th) meridian of west longitude between Red and Canadian rivers before allotment of the lands herein provided for shall begin.

MEMBERS' TITLES TO LANDS.

That as soon as practicable, after the completion of said allotments, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall jointly execute, under their hands and the seals of the respective nations, and deliver to each of the said allottees patents conveying to him all the right, title, and interest of the Choctaws and Chickasaws in and to the land which shall have been allotted to him in conformity with the requirements of this agreement, excepting all coal and asphalt in or under said land. Said patents shall be framed in accordance with the provisions of this agreement, and shall embrace the land allotted to such patentee and no other land, and the acceptance of his patents by such allottee shall be operative as an assent on his part to the allotment and conveyance of all the lands of the Choctaws and Chickasaws in accordance with the provisions of this agreement, and as a relinquishment of all his right, title, and interest in and to any and all parts thereof, except the land embraced in said patents, except also his interest in the proceeds of all lands, coal, and asphalt herein excepted from allotment.

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That the United States shall provide by law for proper records of land titles in the territory occupied by the Choctaw and Chickasaw tribes.

RAILROADS.

The rights of way for railroads through the Choctaw and Chickasaw nations to be surveyed and set apart and platted to conform to the respective acts of Congress granting the same in cases where said rights of way are defined by such acts of Congress, but in cases where the acts of Congress do not define the same then Congress is memorialized to definitely fix the width of said rights of way for station grounds and between stations, so that railroads now constructed through said nations shall have, as near as possible, uniform rights of way; and Congress is also requested to fix uniform rates of fare and freight for all railroads through the Choctaw and Chickasaw nations; branch railroads now constructed and not built according to acts of Congress to pay the same rates for rights of way and station grounds as main lines.

TOWN SITES.

It is further agreed that there shall be appointed a commission for each of the two nations. Each commission shall consist of one member, to be appointed by the executive of the tribe for which said commission is to act, who shall not be interested in town property other than his home, and one to be appointed by the President of the United States. Each of said commissions shall lay out town sites, to be restricted as far as possible to their present limits, where towns are now located in the nation for which said commission is appointed. Said commission shall have prepared correct and proper plats of each town, and file one in the clerk's office of the United States district court for the district in which the town is located, and one with the principal chief or governor of the nation in which the town is located, and one with the Secretary of the Interior, to be approved by him before the same shall take effect. When said towns are so laid out, each lot on which permanent, substantial, and valuable improvements, other than fences, tillage, and temporary houses, have been made, shall be valued by the commission provided for the nation in which the town is located at the price a fee-simple title to the same would bring in the market at the time the valuation is made, but not to include in such value the improvements thereon. The owner of the improvements on each lot shall have the right to buy one residence and one business lot at fifty per centum of the appraised value of such improved property, and the remainder of such improved property at sixty-two and one-half per centum of the said market value within sixty days from date of notice served on him that such lot is for sale, and if he purchases the same he shall, within ten days from his purchase, pay into the Treasury of the United States one-fourth of the purchase price, and the balance in three equal annual installments, and when the entire sum is paid shall be entitled to a patent for the same. In case the two members of the commission fail to agree as to the market value of any lot, or the limit or extent of said town, either of said commissioners may report any such disagreement to the judge of the district in which such town is located, who shall appoint a third member to act with said commission, who is not interested in town lots, who shall act with them to determine said value.

If such owner of the improvements on any lot fails within sixty days to purchase and make the first payment on same, such lot, with the improvements thereon, shall be sold at public auction to the highest bidder, under the direction of the aforesaid commission, and the purchaser at such sale shall pay to the owner of the improvements the price for which said lot shall be sold, less sixty-two and one-half per cent of said appraised value of the lot, and shall pay the sixty-two and one-half per cent of said appraised value into the United States Treasury, under regulations to be established by the Secretary of the Interior, in four installments, as hereinbefore provided. The commission shall have the right to reject any bid on such lot which they consider below its value.

All lots not so appraised shall be sold from time to time at public auction (after proper advertisement) by the commission for the nation in which the town is located, as may seem for the best interest of the nations and the proper development of each town, the purchase price to be paid in four installments as hereinbefore provided for improved lots. The commission shall have the right to reject any bid for such lots which they consider below its value.

All the payments herein provided for shall be made under the direction of the Secretary of the Interior into the United States Treasury, a failure of sixty days to make any one payment to be a forfeiture of all payments made and all rights under the contract: *Provided*, That the purchaser of any lot shall have the option of paying the entire price of the lot before the same is due.

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No tax shall be assessed by any town government against any town lot unsold by the commission, and no tax levied against a lot sold, as herein provided, shall constitute a lien on same till the purchase price thereof has been fully paid to the nation.

The money paid into the United States Treasury for the sale of all town lots shall be for the benefit of the members of the Choctaw and Chickasaw tribes (freedmen excepted), and at the end of one year from the ratification of this agreement, and at the end of each year thereafter, the funds so accumulated shall be divided and paid to the Choctaws and Chickasaws (freedmen excepted), each member of the two tribes to receive an equal portion thereof.

That no law or ordinance shall be passed by any town which interferes with the enforcement of or is in conflict with the laws of the United States in force in said Territory, and all persons in such towns shall be subject to said laws, and the United States agrees to maintain strict laws in the territory of the Choctaw and Chickasaw tribes against the introduction, sale, barter, or giving away of liquors and intoxicants of any kind or quality.

That said commission shall be authorized to locate, within a suitable distance from each town site, not to exceed five acres to be used as a cemetery, and when any town has paid into the United States Treasury, to be part of the fund arising from the sale of town lots, ten dollars per acre therefor, such town shall be entitled to a patent for the same as herein provided for titles to allottees, and shall dispose of same at reasonable prices in suitable lots for burial purposes, the proceeds derived from such sales to be applied by the town government to the proper improvement and care of said cemetery.

That no charge or claim shall be made against the Choctaw or Chickasaw tribes by the United States for the expenses of surveying and platting the lands and town sites, or for grading, appraising, and allotting the lands, or for appraising and disposing of the town lots as herein provided.

That the land adjacent to Fort Smith and lands for court-houses, jails, and other public purposes, excepted from allotment shall be disposed of in the same manner and for the same purposes as provided for town lots herein, but not till the Choctaw and Chickasaw councils shall direct such disposition to be made thereof, and said land adjacent thereto shall be placed under the jurisdiction of the city of Fort Smith, Arkansas, for police purposes.

There shall be set apart and exempted from appraisement and sale in the towns, lots upon which churches and parsonages are now built and occupied, not to exceed fifty feet front and one hundred feet deep for each church or parsonage; *Provided*, That such lots shall only be used for churches and parsonages, and when they ceased to be used shall revert to the members of the tribes to be disposed of as other town lots: *Provided, further*, That these lots may be sold by the churches for which they are set apart if the purchase money therefor is invested in other lot or lots in the same town, to be used for the same purpose and with the same conditions and limitations.

It is agreed that all the coal and asphalt within the limits of the Choctaw and Chickasaw nations shall remain and be the common property of the members of the Choctaw and Chickasaw tribes (freedmen excepted), so that each and every member shall have an equal and undivided interest in the whole; and no patent provided for in this agreement shall convey any title thereto. The revenues from coal and asphalt, or so much as shall be necessary, shall be used for the education of the children of Indian blood, of the members of said tribes. Such coal and asphalt mines as are now in operation, and all others which may hereafter be leased and operated, shall be under the supervision and control of two trustees, who shall be appointed by the President of the United States, one on the recommendation of the Principal Chief of the Choctaw Nation, who shall be a Choctaw by blood, whose term shall be for four years, and one on the recommendation of the Governor of the Chickasaw Nation, who shall be a Chickasaw by blood, whose term shall be for two years; after which the term of appointees shall be four years. Said trustees, or either of them, may, at any time, be removed by the President of the United States for good cause shown. They shall each give bond for the faithful performance of their duties, under such rules as may be prescribed by the Secretary of the Interior. Their salaries shall be fixed and paid by their respective nations, each of whom shall make full report of all his acts to the Secretary of the Interior quarterly. All such acts shall be subject to the approval of said Secretary.

All coal and asphalt mines in the two nations, whether now developed, or to be hereafter developed, shall be operated, and the royalties therefrom paid into the Treasury of the United States, and shall be drawn therefrom under such rules and regulations as shall be prescribed by the Secretary of the Interior.

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All contracts made by the national agents of the Choctaw and Chickasaw nations for operating coal and asphalt, with any person or corporation, which were on April twenty-third, eighteen hundred and ninety-seven, being operated in good faith are hereby ratified and confirmed, and the lessee shall have the right to renew the same when they expire, subject to all the provisions of this act.

All agreements made by any person or corporation with any member or members of the Choctaw or Chickasaw nations, the object of which was to obtain such member or members' permission to operate coal or asphalt, are hereby declared void: *Provided*, That nothing herein contained shall impair the rights of any holder or owner of a leasehold interest in any oil, coal rights, asphalt, or mineral which have been assented to by act of Congress, but all such interests shall continue unimpaired hereby and shall be assured by new leases from such trustees of coal or asphalt claims described therein, by application to the trustees within six months after the ratification of this agreement, subject, however, to payment of advance royalties herein provided for.

All leases under this agreement shall include the coal or asphaltum, or other mineral, as the case may be, in or under nine hundred and sixty acres, which shall be in a square as nearly as possible and shall be for thirty years. The royalty on coal shall be fifteen cents per ton of two thousand pounds on all coal mined, payable on the 25th day of the month next succeeding that in which it is mined. Royalty on asphalt shall be sixty cents per ton, payable same as coal: *Provided*, That the Secretary of the Interior may reduce or advance royalties on coal and asphalt when he deems it for the best interests of the Choctaws and Chickasaws to do so. No royalties shall be paid except into the United States Treasury as herein provided.

All lessees shall pay on each coal or asphalt claim at the rate of one hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years, and five hundred dollars for each succeeding year thereafter. All such payments shall be treated as advanced royalty on the mine or claim on which they are made, and shall be a credit as royalty when each said mine is developed and operated, and its production is in excess of such guaranteed annual advance payments, and all persons having coal leases must pay said annual advanced payments on each claim whether developed or undeveloped: *Provided, however*, That should any lessee neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and the royalties paid in advance thereon shall then become and be the money and property of the Choctaw and Chickasaw nations.

In surface, the use of which is reserved to present coal operators, shall be included such lots in towns as are occupied by lessees' houses—either occupied by said lessees' employees or as offices or warehouses: *Provided, however*, That in those town sites designated and laid out under the provision of this agreement where coal leases are now being operated and coal is being mined, there shall be reserved from appraisement and sale all lots occupied by houses of miners actually engaged in mining, and only while they are so engaged, and in addition thereto a sufficient amount of land, to be determined by the town-site board of appraisers, to furnish homes for the men actually engaged in working for the lessees operating said mines, and a sufficient amount for all buildings and machinery for mining purposes: *And provided further*, That when the lessees shall cease to operate said mines then and in that event the lots of land so reserved shall be disposed of by the coal trustees for the benefit of the Choctaw and Chickasaw tribes.

That whenever the members of the Choctaw and Chickasaw tribes shall be required to pay taxes for the support of schools, then the fund arising from such royalties shall be disposed of for the equal benefit of their members (freedmen excepted) in such manner as the tribes may direct.

It is further agreed that the United States courts now existing, or that may hereafter be created, in the Indian Territory shall have exclusive jurisdiction of all controversies growing out of the titles, ownership, occupation, possession, or use of real estate, coal, and asphalt in the territory occupied by the Choctaw and Chickasaw tribes; and of all persons charged with homicide, embezzlement, bribery, and embracery, breaches, or disturbances of the peace, and carrying weapons, hereafter committed in the territory of said tribes, without reference to race or citizenship of the person or persons charged with such crime; and any citizen or officer of the Choctaw or Chickasaw nations charged with such crime shall be tried, and, if convicted, punished as though he were a citizen or officer of the United States.

And sections sixteen hundred and thirty-six to sixteen hundred and forty-four, inclusive, entitled "Embezzlement," and sections seventeen hundred and eleven to seventeen hundred and eighteen, inclusive, entitled "Bribery and embracery," of

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Mansfield's Digest of the Laws of Arkansas, are hereby extended over and put in force in the Choctaw and Chickasaw nations; and the word "officer," where the same appears in said laws, shall include all officers of the Choctaw and Chickasaw governments; and the fifteenth section of the act of Congress entitled "An act to establish United States courts in the Indian Territory, and for other purposes," approved March first, eighteen hundred and eighty-nine, limiting jurors to citizens of the United States, shall be held not to apply to United States courts in the Indian Territory held within the limits of the Choctaw and Chickasaw nations; and all members of the Choctaw and Chickasaw tribes, otherwise qualified, shall be competent jurors in said courts: *Provided*, That whenever a member of the Choctaw and Chickasaw nations is indicted for homicide, he may, within thirty days after such indictment and his arrest thereon, and before the same is reached for trial, file with the clerk of the court in which he is indicted his affidavit that he can not get a fair trial in said court; and it thereupon shall be the duty of the judge of said court to order a change of venue in such case to the United States district court for the western district of Arkansas, at Fort Smith, Aakansas, or to the United States district court for the eastern district of Texas, at Paris, Texas, always selecting the court that in his judgment is nearest or most convenient to the place where the crime charged in the indictment is supposed to have been committed, which courts shall have jurisdiction to try the case; and in all said civil suits said courts shall have full equity powers; and whenever it shall appear to said court, at any stage in the hearing of any case, that the tribe is in any way interested in the subject-matter in controversy, it shall have power to summon in said tribe and make the same a party to the suit and proceed therein in all respects as if such tribe were an original party thereto; but in no case shall suit be instituted against the tribal government without its consent.

It is further agreed that no act, ordinance, or resolution of the council of either the Choctaw or Chickasaw tribes, in any manner affecting the land of the tribe, or of the individuals, after allotment, or the moneys or other property of the tribe or citizens thereof (except appropriations for the regular and necessary expenses of the government of the respective tribes), or the rights of any persons to employ any kind of labor, or the rights of any persons who have taken or may take the oath of allegiance to the United States, shall be of any validity until approved by the President of the United States. When such acts, ordinances, or resolutions passed by the council of either of said tribes shall be approved by the governor thereof, then it shall be the duty of the national secretary of said tribe to forward them to the President of the United States, duly certified and sealed, who shall, within thirty days after their reception, approve or disapprove the same. Said acts, ordinances, or resolutions, when so approved, shall be published in at least two newspapers having a bona fide circulation in the tribe to be affected thereby, and when disapproved shall be returned to the tribe enacting the same.

It is further agreed, in view of the modification of legislative authority and judicial jurisdiction herein provided, and the necessity of the continuance of the tribal governments so modified, in order to carry out the requirements of this agreement, that the same shall continue for the period of eight years from the fourth day of March, eighteen hundred and ninety-eight. This stipulation is made in the belief that the tribal governments so modified will prove so satisfactory that there will be no need or desire for further change till the lands now occupied by the Five Civilized Tribes shall, in the opinion of Congress, be prepared for admission as a State to the Union. But this provision shall not be construed to be in any respect an abdication by Congress of power at any time to make needful rules and regulations respecting said tribes.

That all per capita payments hereafter made to the members of the Choctaw or Chickasaw nations shall be paid directly to each individual member by a bonded officer of the United States, under the direction of the Secretary of the Interior, which officer shall be required to give strict account for such disbursements to said Secretary.

That the following sum be, and is hereby, appropriated, out of any money in the Treasury not otherwise appropriated, for fulfilling treaty stipulations with the Chickasaw Nation of Indians, namely:

For arrears of interest, at five per centum per annum, from December thirty-first, eighteen hundred and forty, to June thirtieth, eighteen hundred and eighty-nine, on one hundred and eighty-four thousand one hundred and forty-three dollars and nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States prior to December thirty-first, eighteen hundred and forty, and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, and for arrears of interest,

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at five per centum per annum, from March eleventh, eighteen hundred and fifty, to March third, eighteen hundred and ninety, on fifty-six thousand and twenty-one dollars and forty-nine cents of the trust fund of the Chickasaw Nation erroneously dropped from the books of the United States March eleventh, eighteen hundred and fifty, and restored December twenty-seventh, eighteen hundred and eighty-seven, by the award of the Secretary of the Interior, under the fourth article of the treaty of June twenty-second, eighteen hundred and fifty-two, five hundred and fifty-eight thousand five hundred and twenty dollars and fifty-four cents, to be placed to the credit of the Chickasaw Nation with the fund to which it properly belongs: *Provided*, That if there be any attorneys' fees to be paid out of same, on contract heretofore made and duly approved by the Secretary of the Interior, the same is authorized to be paid by him.

It is further agreed that the final decision of the courts of the United States in the case of the Choctaw Nation and the Chickasaw Nation against the United States and the Wichita and affiliated bands of Indians, now pending, when made, shall be conclusive as the basis of settlement as between the United States and said Choctaw and Chickasaw nations for the remaining lands in what is known as the "Leased District," namely, the land lying between the ninety-eighth and one hundredth degrees of west longitude and between the Red and Canadian rivers, leased to the United States by the treaty of eighteen hundred and fifty-five, except that portion called the Cheyenne and Arapahoe country, heretofore acquired by the United States, and all final judgments rendered against said nations in any of the courts of the United States in favor of the United States or any citizen thereof shall first be paid out of any sum hereafter found due said Indians for any interest they may have in the so-called leased district.

It is further agreed that all of the funds invested, in lieu of investment, treaty funds, or otherwise, now held by the United States in trust for the Choctaw and Chickasaw tribes, shall be capitalized within one year after the tribal governments shall cease, so far as the same may legally be done, and be appropriated and paid, by some officer of the United States appointed for the purpose, to the Choctaws and Chickasaws (freedmen excepted) per capita, to aid and assist them in improving their homes and lands.

It is further agreed that the Choctaws and Chickasaws, when their tribal governments cease, shall become possessed of all the rights and privileges of citizens of the United States.

ORPHAN LANDS.

It is further agreed that the Choctaw orphan lands in the State of Mississippi, yet unsold, shall be taken by the United States at one dollar and twenty-five cents ($1.25) per acre, and the proceeds placed to the credit of the Choctaw orphan fund in the Treasury of the United States, the number of acres to be determined by the General Land Office.

In witness whereof the said commissioners do hereunto affix their names at Atoka, Indian Territory, this the twenty-third day of April, eighteen hundred and ninety-seven.

GREEN MCCURTAIN,
*Principal Chief.*

R. M. HARRIS,
*Governor.*

J. S. STANDLEY,
N. B. AINSWORTH,
BEN HAMPTON,
WESLEY ANDERSON,
AMOS HENRY,
D. C. GARLAND,
*Choctaw Commission.*

ISAAC O. LEWIS,
HOLMES COLBERT,
ROBERT L. MURRAY,
WILLIAM PERRY,
R. L. BOYD,
*Chickasaw Commission.*

FRANK C. ARMSTRONG,
*Acting Chairman.*

ARCHIBALD S. MCKENNON,
THOMAS B. CABANISS,
ALEXANDER B. MONTGOMERY,
*Commission to the Five Civilized Tribes.*

H. M. JACOWAY, Jr.,
*Secretary, Five Tribes Commission.*

SEC. 30. * * *

Approved, June 28, 1898.



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## APPENDIX NO. 3.

[PUBLIC—No. 112.]

**AN ACT To ratify and confirm an agreement with the Muskogee or Creek tribe of Indians, and for other purposes.**

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the agreement negotiated between the Commission to the Five Civilized Tribes and the Muskogee or Creek tribe of Indians at the city of Washington on the eighth day of March, nineteen hundred, as herein amended, is hereby accepted, ratified, and confirmed, and the same shall be of full force and effect when ratified by the Creek national council. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek national council and lay before it this agreement and the act of Congress ratifying it, and if the agreement be ratified by said council, as provided in the constitution of said nation, he shall transmit to the President of the United States the act of council ratifying the agreement, and the President of the United States shall thereupon issue his proclamation declaring the same duly ratified, and that all the provisions of this agreement have become law according to the terms thereof: *Provided,* That such ratification by the Creek national council shall be made within ninety days from the approval of this act by the President of the United States.

This agreement by and between the United States, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Archibald S. McKennon, and Thomas B. Needles, duly appointed and authorized thereunto, and the Muskogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of said tribe by Pleasant Porter, principal chief, and George A. Alexander, David M. Hodge, Isparhecher, Albert P. McKellop, and Cub McIntosh, delegates, duly appointed and authorized thereunto,

Witnesseth that in consideration of the mutual undertakings herein contained it is agreed as follows:

### DEFINITIONS.

1. The words "Creek" and "Muskogee," as used in this agreement, shall be deemed synonymous, and the words "Creek Nation" and "tribe" shall each be deemed to refer to the Muskogee Nation or Muskogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muskogee Nation. The words "citizen or "citizens" shall be deemed to refer to a member or members of the Muskogee tribe or nation of Indians. The words "The Dawes Commission" or "commission" shall be deemed to refer to the United States Commission to the Five Civilized Tribes.

### GENERAL ALLOTMENT OF LANDS.

2. All lands belonging to the Creek tribe of Indians in the Indian Territory, except town sites and lands herein reserved for Creek schools and public buildings, shall be appraised at their true value, excluding only lawful improvements on lands in actual cultivation. The appraisement shall be made under direction of the Dawes Commission by such number of committees, with necessary assistance, as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said commission. Each committee shall make report of its work to said commission, which shall from time to time prepare reports of same, in duplicate, and transmit them to the Secretary of the Interior for his approval, and when approved one copy thereof shall be returned to the office of said commission for its use in making allotments as herein provided.

3. All lands of said tribe, except as herein provided, shall be allotted among the citizens of the tribe by said commission so as to give each an equal share of the whole in value, as nearly as may be, in manner following: There shall be allotted to each citizen one hundred and sixty acres of land—boundaries to conform to the Government survey—which may be selected by him so as to include improvements which belong to him. One hundred and sixty acres of land, valued at six dollars and fifty cents per acre, shall constitute the standard value of an allotment, and shall be the measure for the equalization of values; and any allottee receiving lands of less than such standard value may, at any time, select other lands, which, at

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their appraised value, are sufficient to make his allotment equal in value to the standard so fixed.

If any citizen select lands the appraised value of which, for any reason, is in excess of such standard value, the excess of value shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and money equal in value to his allotment. If any citizen select lands the appraised value of which is in excess of such standard value, he may pay the overplus in money, but if he fail to do so, the same shall be charged against him in the future distribution of the funds of the tribe arising from all sources whatsoever, and he shall not receive any further distribution of property or funds until all other citizens shall have received lands and funds equal in value to his allotment; and if there be not sufficient funds of the tribe to make the allotments of all other citizens of the tribe equal in value to his, then the surplus shall be a lien upon the rents and profits of his allotment until paid.

4. Allotment for any minor may be selected by his father, mother, or guardian, in the order named, and shall not be sold during his minority. All guardians or curators appointed for minors and incompetents shall be citizens.

Allotments may be selected for prisoners, convicts, and aged and infirm persons by their duly appointed agents, and for incompetents by guardians, curators, or suitable persons akin to them, but it shall be the duty of said commission to see that such selections are made for the best interests of such parties.

5. If any citizen have in his possession, in actual cultivation, lands in excess of what he and his wife and minor children are entitled to take, he shall, within ninety days after the ratification of this agreement, select therefrom allotments for himself and family aforesaid, and if he have lawful improvements upon such excess he may dispose of the same to any other citizen, who may thereupon select lands so as to include such improvements; but, after the expiration of ninety days from the ratification of this agreement, any citizen may take any lands not already selected by another; but if lands so taken be in actual cultivation, having thereon improvements belonging to another citizen, such improvements shall be valued by the appraisement committee, and the amount paid to the owner thereof by the allottee, and the same shall be a lien upon the rents and profits of the land until paid: *Provided*, That the owner of improvements may remove the same if he desires.

6. All allotments made to Creek citizens by said commission prior to the ratification of this agreement, as to which there is no contest, and which do not include public property, and are not herein otherwise affected, are confirmed, and the same shall, as to appraisement and all things else, be governed by the provisions of this agreement; and said commission shall continue the work of allotment of Creek lands to citizens of the tribe as heretofore, conforming to provisions herein; and all controversies arising between citizens as to their right to select certain tracts of land shall be determined by said commission.

7. Lands allotted to citizens hereunder shall not in any manner whatsoever, or at any time, be incumbered, taken, or sold to secure or satisfy any debt or obligation contracted or incurred prior to the date of the deed to the allottee therefor, and such lands shall not be alienable by the allottee or his heirs at any time before the expiration of five years from the ratification of this agreement, except with the approval of the Secretary of the Interior.

Each citizen shall select from his allotment forty acres of land as a homestead, which shall be nontaxable and inalienable and free from any incumbrance whatever for twenty-one years, for which he shall have a separate deed, conditioned as above: *Provided*, That selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner herein provided for the selection of their allotments; and if, for any reason, such selection be not made for any citizen, it shall be the duty of said Commission to make selection for him.

The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after the ratification of this agreement, but if he have no such issue, then he may dispose of his homestead by will, free from limitation herein imposed, and if this be not done, the land shall descend to his heirs according to the laws of descent and distribution of the Creek Nation, free from such limitation.

8. The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided, and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land.

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9. When allotment of one hundred and sixty acres has been made to each citizen, the residue of lands, not herein reserved or otherwise disposed of, and all the funds arising under this agreement shall be used for the purpose of equalizing allotments, and if the same be insufficient therefor, the deficiency shall be supplied out of any other funds of the tribe, so that the allotments of all citizens may be made equal in value, as nearly as may be, in manner herein provided.

TOWN SITES.

10. All towns in the Creek Nation having a present population of two hundred or more shall, and all others may, be surveyed, laid out, and appraised under the provisions of an act of Congress entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and one, and for other purposes," approved May thirty-first, nineteen hundred, which said provisions are as follows:

"That the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks, the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations, as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such town. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service require, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

"Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eighth, eighteen hundred and ninety-eight, entitled 'An act for the protection of the people of the Indian Territory, and for other purposes,' shall begin, as to any town site, immediately upon the approval of the survey by the Secretary of the Interior and not before.

"The Secretary of the Interior may, in his discretion, appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any then existing act of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

"Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee Nation a separate town-site commission for any town, in which event, as to that town, such local commission may exercise the same authority and perform the same duties which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled 'An act for the protection of the people of the Indian Territory.'

"The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

"As soon as the plat of any town site is approved, the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisement of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not

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complete such appraisement and sale within the time limited by the Secretary of the Interior, they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

"The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

"It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time under rules and regulations prescribed by the Secretary of the Interior.

"Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized at any time before allotment to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive or principal chief of said nation fails or refuses to appoint a town-site commissioner for any town or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive or principal chief of said nation to qualify or act, in his discretion appoint a commissioner to fill the vacancy thus created."

11. Any person in rightful possession of any town lot having improvements thereon, other then temporary buildings, fencing, and tillage, shall have the right to purchase such lot by paying one-half of the appraised value thereof, but if he shall fail within sixty days to purchase such lot and make the first payment thereon, as herein provided, the lot and improvements shall be sold at public auction to the highest bidder, under direction of the appraisement commission, at a price not less than their appraised value, and the purchaser shall pay the purchase price to the owner of the improvements, less the appraised value of the lot.

12. Any person having the right of occupancy of a residence or business lot or both in any town, whether improved or not, and owning no other lot or land therein, shall have the right to purchase such lot by paying one-half of the appraised value thereof.

13. Any person holding lands within a town occupied by him as a home, also any person who had at the time of signing this agreement purchased any lot, tract, or parcel of land from any person in legal possession at the time, shall have the right to purchase the lot embraced in same by paying one-half of the appraised value thereof, not, however, exceeding four acres.

14. All town lots not having thereon improvements, other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after their appraisement, under direction of the Secretary of the Interior, after due advertisement, at public auction to the highest bidder at not less than their appraised value.

Any person having the right of occupancy of lands in any town which has been or may be laid out into town lots, to be sold at public auction as above, shall have the right to purchase one-fourth of all the lots into which such lands may have been divided at two-thirds of their appraised value.

15. When the appraisement of any town lot is made upon which any person has improvements as aforesaid, said appraisement commission shall notify him of the amount of said appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, as herein provided, and four months thereafter he shall pay fifteen per centum additional, and the remainder of the purchase money in three equal annual installments, without interest.

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Any person who may purchase an unimproved lot shall proceed to make payment for same in such time and manner as herein provided for the payment of sums due on improved lots, and if in any case any amount be not paid when due, it shall thereafter bear interest at the rate of ten per centum per annum until paid. The purchaser may in any case at any time make full payment for any town lot.

16. All town lots purchased by citizens in accordance with the provisions of this agreement shall be free from incumbrance by any debt contracted prior to date of his deed therefor, except for improvements thereon.

17. No taxes shall be assessed by any town government against any town lot remaining unsold, but taxes may be assessed against any town lot sold as herein provided, and the same shall constitute a lien upon the interest of the purchaser therein after any payment thereon has been made by him, and if forfeiture of any lot be made all taxes assessed against such lot shall be paid out of any money paid thereon by the purchaser.

18. The surveyors may select and locate a cemetery within suitable distance from each town, to embrace such number of acres as may be deemed necessary for such purpose, and the appraisement commission shall appraise the same at not less than twenty dollars per acre, and the town may purchase the land by paying the appraised value thereof; and if any citizen have improvements thereon, other than fencing and tillage, they shall be appraised by said commission and paid for by the town. The town authorities shall dispose of the lots in such cemetery at reasonable prices, in suitable sizes for burial purposes, and the proceeds thereof shall be applied to the general improvement of the property.

19. The United States may purchase, in any town in the Creek Nation, suitable land for court-houses, jails, and other necessary public buildings for its use, by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such buildings are to be erected; and if any person have improvements thereon, other than temporary buildings, fencing, and tillage, the same shall be appraised and paid for by the United States.

20. Henry Kendall College, Nazareth Institute, and Spaulding Institute, in Muskogee, may purchase the parcels of land occupied by them, or which may have been laid out for their use and so designated upon the plat of said town, at one-half of their appraised value, upon conditions herein provided; and all other schools and institutions of learning located in incorporated towns in the Creek Nation may, in like manner, purchase the lots or parcels of land occupied by them.

21. All town lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be properly conveyed to the churches to which such improvements belong gratuitously, and if such churches have other adjoining lots inclosed actually necessary for their use they may purchase the same by paying one-half the appraised value thereof.

22. The towns of Clarksville, Coweta, Gibson Station, and Mounds may be surveyed and laid out in town lots and necessary streets and alleys, and platted as other towns, each to embrace such amount of land as may be deemed necessary, not exceeding one hundred and sixty acres for either, and in manner not to include or interfere with the allotment of any citizen selected prior to the date of this agreement, which survey may be made in manner provided for other towns; and the appraisement of the town lots of said towns may be made by any committee appointed for either of the other towns hereinbefore named, and the lots in said towns may be disposed of in like manner and on the same conditions and terms as those of other towns. All of such work may be done under the direction of and subject to the approval of the Secretary of the Interior.

TITLES.

23. Immediately after the ratification of this agreement by Congress and the tribe, the Secretary of the Interior shall furnish the principal chief with blank deeds necessary for all conveyances herein provided for, and the principal chief shall thereupon proceed to execute in due form and deliver to each citizen who has selected or may hereafter select his allotment, which is not contested, a deed conveying to him all right, title, and interest of the Creek Nation and of all other citizens in and to the lands embraced in his allotment certificate, and such other lands as may have been selected by him for equalization of his allotment.

The principal chief shall, in like manner and with like effect, execute and deliver to proper parties deeds of conveyance in all other cases herein provided for. All lands or town lots to be conveyed to any one person shall, so far as practicable, be included in one deed, and all deeds shall be executed free of charge.

All conveyances shall be approved by the Secretary of the Interior, which shall

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serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his deed.

Any allottee accepting such deed shall be deemed to assent to the allotment and conveyance of all the lands of the tribe, as provided herein, and as a relinquishment of all his right, title, and interest in and to the same, except in the proceeds of lands reserved from allotment.

The acceptance of deeds of minors and incompetents, by persons authorized to select their allotments for them, shall be deemed sufficient to bind such minors and incompetents to allotment and conveyance of all other lands of the tribe, as provided herein.

The transfer of the title of the Creek tribe to individual allottees and to other persons, as provided in this agreement, shall not inure to the benefit of any railroad company, nor vest in any railroad company any right, title, or interest in or to any of the lands in the Creek Nation.

All deeds when so executed and approved shall be filed in the office of the Dawes Commission, and there recorded without expense to the grantee, and such records shall have like effect as other public records.

RESERVATIONS.

24. The following lands shall be reserved from the general allotment herein provided for:

(a) All lands herein set apart for town sites.

(b) All lands to which, at the date of the ratification of this agreement, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses connected with the maintenance and operation of the railroad.

(c) Forty acres for the Eufaula High School.

(d) Forty acres for the Wealaka Boarding School.

(e) Forty acres for the Newyaka Boarding School.

(f) Forty acres for the Wetumka Boarding School.

(g) Forty acres for the Euchee Boarding School.

(h) Forty acres for the Coweta Boarding School.

(i) Forty acres for the Creek Orphan Home.

(j) Forty acres for the Tallahassee Colored Boarding School.

(k) Forty acres for the Pecan Creek Colored Boarding School.

(l) Forty acres for the Colored Creek Orphan Home.

(m) All lands selected for town cemeteries, as herein provided.

(n) The lands occupied by the university established by the American Baptist Home Mission Society, and located near the town of Muskogee, to the amount of forty acres, which shall be appraised, excluding improvements thereon, and said university shall have the right to purchase the same by paying one-half the appraised value thereof, on terms and conditions herein provided. All improvements made by said university on lands in excess of said forty acres shall be appraised and the value thereof paid to it by the person to whom such lands may be allotted.

(o) One acre each for the six established Creek court-houses with the improvements thereon.

(p) One acre each for all churches and schools outside of towns now regularly used as such.

All reservations under the provisions of this agreement, except as otherwise provided herein, when not needed for the purposes for which they are at present used, shall be sold at public auction to the highest bidder, to citizens only, under directions of the Secretary of the Interior.

MUNICIPAL CORPORATIONS.

25. Authority is hereby conferred upon municipal corporations in the Creek Nation, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes, and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nation and made applicable to the cities and towns therein the same as if specially enacted in reference thereto.

CLAIMS.

26. All claims of whatsoever nature, including the "Loyal Creek claim" under Article Four of the treaty of eighteen hundred and sixty-six, and the "Self-emigration

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claim" under Article Twelve of the treaty of eighteen hundred and thirty-two, which the tribe or any individual thereof may have against the United States, or any other claim arising under the treaty of eighteen hundred and sixty-six, or any claim which the United States may have against said tribe, shall be submitted to the Senate of the United States for determination; and within two years from the ratification of this agreement the Senate shall make final determination thereof; and in the event that any sums are awarded the said tribe, or any citizen thereof, provision shall be made for immediate payment of same.

Of these claims the "Loyal Creek claim," for what they suffered because of their loyalty to the United States Government during the civil war, long delayed, is so urgent in its character that the parties to this agreement express the hope that it may receive consideration and be determined at the earliest practicable moment.

Any other claim which the Creek Nation may have against the United States may be prosecuted in the Court of Claims of the United States, with right of appeal to the Supreme Court; and jurisdiction to try and determine such claim is hereby conferred upon said courts.

FUNDS OF THE TRIBE.

27. All treaty funds of the tribe shall hereafter be capitalized for the purpose of equalizing allotments and for the other purposes provided in this agreement.

ROLLS OF CITIZENSHIP.

28. No person, except as herein provided, shall be added to the rolls of citizenship of said tribe after the date of this agreement, and no person whomsoever shall be added to said rolls after the ratification of this agreement.

All citizens who were living on the first day of April, eighteen hundred and ninety-nine, entitled to be enrolled under section twenty-one of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall be placed upon the rolls to be made by said Commission under said act of Congress, and if any such citizen has died since that time, or may hereafter die, before receiving his allotment of lands and distributive share of all the funds of the tribe, the lands and money to which he would be entitled, if living, shall descend to his heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

All children born to citizens so entitled to enrollment, up to and including the first day of July, nineteen hundred, and then living, shall be placed on the rolls made by said Commission; and if any such child die after said date the lands and moneys to which it would be entitled, if living, shall descend to its heirs according to the laws of descent and distribution of the Creek Nation, and be allotted and distributed to them accordingly.

The rolls so made by said Commission, when approved by the Secretary of the Interior, shall be the final rolls of citizenship of said tribe, upon which the allotment of all lands and the distribution of all moneys and other property of the tribe shall be made, and to no other persons.

29. Said Commission shall have authority to enroll as Creek citizens certain full-blood Creek Indians now residing in the Cherokee Nation, and also certain full-blood Creek Indians now residing in the Creek Nation who have recently removed there from the State of Texas, and the families of full-blood Creeks who now reside in Texas, and such other recognized citizens found on the Creek rolls as might, by reason of nonresidence, be excluded from enrollment by section twenty-one of said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight: *Provided*, That such nonresidents shall, in good faith, remove to the Creek Nation before said Commission shall complete the rolls of Creek citizens as aforesaid.

MISCELLANEOUS.

30. All deferred payments under provisions of this agreement shall constitute a lien in favor of the tribe on the property for which the debt was contracted, and if, at the expiration of two years from the date of payment of the fifteen per centum aforesaid default in any annual payment has been made, the lien for the payment of all purchase money remaining unpaid may be enforced in the United States court within the jurisdiction of which the town is located, in the same manner as vendor's lines are enforced, such suit being brought in the name of the principal chief for the benefit of the tribe.

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31. All moneys to be paid to the tribe under any of the provisions of this agreement shall be paid, under direction of the Secretary of the Interior, into the Treasury of the United States to the credit of the tribe, and an itemized report thereof shall be made monthly to the Secretary of the Interior and to the principal chief.

32. All funds of the tribe and all moneys accruing under the provisions of this agreement, when needed for the purposes of equalizing allotments or for any other purposes herein prescribed, shall be paid out under the direction of the Secretary of the Interior, and when required for per capita payments, if any, shall be paid out directly to each individual by a bonded officer of the United States, under direction of the Secretary of the Interior, without unnecessary delay.

33. No funds belonging to said tribe shall hereafter be used or paid out for any purposes by any officer of the United States without consent of the tribe, expressly given through its national council, except as herein provided.

34. The United States shall pay all expenses incident to the survey, platting, and disposition of town lots, and of allotment of lands made under the provisions of this agreement, except where the town authorities have been or may be duly authorized to survey and plat their respective towns at the expense of such town.

35. Parents shall be the natural guardians of their children, and shall act for them as such unless a guardian shall have been appointed by a court having jurisdiction; and parents so acting shall not be required to give bond as guardians unless by order of such court, but they, and all other persons having charge of lands, moneys, and other property belonging to minors and incompetents, shall be required to make proper accounting therefor in the court having jurisdiction thereof in manner deemed necessary for the preservation of such estates.

36. All Seminole citizens who have heretofore settled and made homes upon lands belonging to the Creeks may there take, for themselves and their families, such allotments as they would be entitled to take of Seminole lands, and all Creek citizens who have heretofore settled and made homes upon lands belonging to Seminoles may there take, for themselves and their families, allotments of one hundred and sixty acres each, and if the citizens of one tribe thus receive a greater number of acres than the citizens of the other, the excess shall be paid for by such tribe, at a price to be agreed upon by the principal chiefs of the two tribes, and if they fail to agree, the price shall be fixed by the Indian agent, but the citizenship of persons so taking allotments shall in no wise be affected thereby.

Titles shall be conveyed to Seminoles selecting allotments of Creek lands in manner herein provided for conveyance of Creek allotments, and titles shall be conveyed to Creeks selecting allotments of Seminole lands in manner provided in the Seminole agreement, dated December sixteenth, eighteen hundred and ninety-seven, for conveyance of Seminole allotments: *Provided*, That deeds shall be executed to allottees immediately after selection of allotment is made.

This provision shall not take effect until after it shall have been separately and specifically approved by the Creek national council and by the Seminole general council; and if not approved by either, it shall fail altogether, and be elimated from this agreement without impairing any other of its provisions.

37. Creek citizens may rent their allotments, when selected, for a term not exceeding one year, and after receiving title thereto without restriction, if adjoining allottees are not injured thereby, and cattle grazed thereon shall not be liable to any tribal tax; but when cattle are introduced into the Creek Nation and grazed on lands not selected by citizens, the Secretary of the Interior is authorized to collect from the owners thereof a resonable grazing tax for the benefit of the tribe; and section twenty-one hundred and seventeen, Revised Statutes of the United States, shall not hereafter apply to Creek lands.

38. After any citizen has selected his allotment he may dispose of any timber thereon, but if he dispose of such timber, or any part of same, he shall not thereafter select other lands in lieu thereof, and his allotment shall be appraised as if in condition when selected.

No timber shall be taken from lands not so selected, and disposed of, without payment of reasonable royalty thereon, under contract to be prescribed by the Secretary of the Interior.

39. No noncitizen renting lands from a citizen for agricultural purposes, as provided by law, whether such lands have been selected as an allotment or not, shall be required to pay any permit tax.

40. The Creek school fund shall be used, under direction of the Secretary of the Interior, for the education of Creek citizens, and the Creek schools shall be conducted under rules and regulations prescribed by him, under direct supervision of the Creek school superintendent and a supervisor appointed by the Secretary, and under Creek laws, subject to such modifications as the Secretary of the Interior may

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deem necessary to make the schools most effective and to produce the best possible results.

All teachers shall be examined by or under direction of said superintendent and supervisor, and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed, but where all qualifications are equal preference shall be given to citizens in such employment.

All moneys for running the schools shall be appropriated by the Creek national council, not exceeding the amount of the Creek school fund, seventy-six thousand four hundred and sixty-eight dollars and forty cents; but if it fail or refuse to make the necessary appropriations the Secretary of the Interior may direct the use of a sufficient amount of the school funds to pay all expenses necessary to the efficient conduct of the schools, strict account thereof to be rendered to him and to the principal chief.

All accounts for expenditures in running the schools shall be examined and approved by said superintendent and supervisor, and also by the general superintendent of Indian schools, in Indian Territory, before payment thereof is made.

If the superintendent and supervisor fail to agree upon any matter under their direction or control, it shall be decided by said general superintendent, subject to appeal to the Secretary of the Interior; but his decision shall govern until reversed by the Secretary.

41. The provisions of section thirteen of the Act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall not apply to or in any manner affect the lands or other property of said tribe, or be in force in the Creek Nation, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation, except section fourteen of said last-mentioned act, which shall continue in force as if this agreement had not been made.

42. No act, ordinance, or resolution of the national council of the Creek Nation in any manner affecting the lands of the tribe, or of individuals after allotment, or the moneys or other property of the tribe, or of the citizens thereof, except appropriations for the necessary incidental and salaried expenses of the Creek government as herein limited, shall be of any validity until approved by the President of the United States. When any such act, ordinance, or resolution shall be passed by said council and approved by the principal chief, a true and correct copy thereof, duly certified, shall be immediately transmitted to the President, who shall, within thirty days after received by him, approve or disapprove the same. If disapproved, it shall be so indorsed and returned to the principal chief; if approved, the approval shall be indorsed thereon, and it shall be published in at least two newspapers having a bona fide circulation in the Creek Nation.

43. The United States agrees to maintain strict laws in said nation against the introduction, sale, barter, or giving away of liquors or intoxicants of any kind whatsoever.

44. This agreement shall in no wise affect the provisions of existing treaties between the United States and said tribe except so far as inconsistent therewith.

45. All things necessary to carrying into effect the provisions of this agreement, not otherwise herein specifically provided for, shall be done under authority and direction of the Secretary of the Interior.

46. The tribal government of the Creek Nation shall not continue longer than March fourth, nineteen hundred and six; subject to such further legislation as Congress may deem proper.

47. Nothing contained in this agreement shall be construed to revive or reestablish the Creek courts which have been abolished by former acts of Congress.

Approved, March 1, 1901.

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## APPENDIX NO. 4.

[PUBLIC—NO. 200.]

AN ACT To ratify and confirm a supplemental agreement with the Creek tribe of Indians, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the following supplemental agreement, submitted by certain commissioners of the Creek tribe of Indians, as herein amended, is hereby ratified and confirmed on the part of the United States, and the same shall be of full force and effect if ratified by the Creek tribal council on or before the first day of

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September, nineteen hundred and two, which said supplemental agreement is as follows:

This agreement by and between the United States, entered into in its behalf by the Commission to the Five Civilized Tribes, Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckenridge, duly appointed and authorized thereunto, and the Muskogee (or Creek) tribe of Indians, in Indian Territory, entered into in behalf of the said tribe by Pleasant Porter, principal chief, Roley McIntosh, Thomas W. Perryman, Amos McIntosh, and David M. Hodge, commissioners duly appointed and authorized thereunto, witnesseth, that in consideration of the mutual undertakings herein contained it is agreed as follows:

DEFINITIONS.

The words "Creek" and "Muskogee" as used in this agreement shall be deemed synonymous, and the words "Nation" and "tribe" shall each be deemed to refer to the Muskogee Nation or Muskogee tribe of Indians in Indian Territory. The words "principal chief" shall be deemed to refer to the principal chief of the Muskogee Nation. The words "citizen" or "citizens" shall be deemed to refer to a member or members of the Muskogee tribe or nation of Indians. The word "commissioner" shall be deemed to refer to the United States Commission to the Five Civilized Tribes.

ALLOTMENT OF LANDS.

2. Section 2 of the agreement ratified by act of Congress approved March, 1901 (31 Stat. L., 861), is amended and as so amended is reenacted to read as follows:

All lands belonging to the Creek tribe of Indians in Indian Territory, except town sites and lands reserved for Creek schools and churches, railroads, and town cemeteries, in accordance with the provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be appraised at not to exceed $6.50 per acre, excluding only lawful improvements on lands in actual cultivation.

Such appraisement shall be made, under the direction and supervision of the Commission to the Five Civilized Tribes, by such number of committees with necessary assistance as may be deemed necessary to expedite the work, one member of each committee to be appointed by the principal chief. Said Commission shall have authority to revise and adjust the work of said committees; and if the members of any committee fail to agree as to the value of any tract of land, the value thereof shall be fixed by said Commission. The appraisement so made shall be submitted to the Secretary of the Interior for approval.

3. Paragraph 2 of section 3 of the agreement ratified by said act of Congress approved March 1, 1901, is amended and as so amended is reenacted to read as follows:

If any citizen select lands the appraised value of which is $6.50 per acre, he shall not receive any further distribution of property or funds of the tribe until all other citizens have received lands and moneys equal in value to his allotment.

4. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all controversies arising between citizens as to their right to select certain tracts of land.

5. Where it is shown to the satisfaction of said Commission that it was the intention of a citizen to select lands which include his home and improvements, but that through error and mistake he had selected land which did not include said home and improvements, said Commission is authorized to cancel said selection and the certificate of selection or allotment embracing said lands, and permit said citizen to make a new selection including said home and improvements; and should said land including said home and improvements have been selected by any other citizen of said nation, the citizen owning said home and improvements shall be permitted to file, within ninety days from the ratification of this agreement, a contest against the citizen having previously selected the same and shall not be prejudiced therein by reason of lapse of time or any provision of law or rules and regulations to the contrary.

DESCENT AND DISTRIBUTION.

6. The provisions of the act of Congress approved March 1, 1901 (31 Stat. L., 861), in so far as they provide for descent and distribution according to the laws of the Creek Nation, are hereby repealed, and the descent and distribution of land and money provided for by said act shall be in accordance with chapter 49 of Mans-

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field's Digest of the Statutes of Arkansas now in force in Indian Territory: *Provided*, That only citizens of the Creek Nation, male and female, and their Creek descendants shall inherit lands of the Creek Nation: *And provided further*, That if there be no person of Creek citizenship to take the descent and distribution of said estate, then the inheritance shall go to noncitizen heirs in the order named in said chapter 49.

ROLLS OF CITIZENSHIP.

7. All children born to those citizens who are entitled to enrollment as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), subsequent to July 1, 1900, and up to and including May 25, 1901, and living upon the latter date, shall be placed on the rolls made by said commission. And if any such child has died since May 25, 1901, or may hereafter die before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

8. All children who have not heretofore been listed for enrollment living May 25, 1901, born to citizens whose names appear upon the authenticated rolls of 1890 or upon the authenticated rolls of 1895 and entitled to enrollment as provided by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall be placed on the rolls made by said Commission. And if any such child has died since May 25, 1901, or may hereafter die, before receiving his allotment of lands and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs as herein provided and be allotted and distributed to them accordingly.

9. If the rolls of citizenship provided for by the act of Congress approved March 1, 1901 (31 Stat. L., 861), shall have been completed by said Commission prior to the ratification of this agreement, the names of children entitled to enrollment under the provisions of sections 7 and 8 hereof shall be placed upon a supplemental roll of citizens of the Creek Nation, and said supplemental roll when approved by the Secretary of the Interior shall in all respects be held to be a part of the final rolls of citizenship of said tribe: *Provided*, That the Dawes Commission be, and is hereby, authorized to add the following persons to the Creek roll: Nar-wal-le-pe-se, Mary Washington, Walter Washington, and Willie Washington, who are Creek Indians but whose names were left off the roll through neglect on their part.

ROADS.

10. Public highways or roads 3 rods in width, being 1 and one-half rods on each side of the section line, may be established along all section lines without any compensation being paid therefor; and all allottees, purchasers, and others shall take the title to such lands subject to this provision. And public highways or roads may be established elsewhere whenever necessary for the public good, the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues, and to be paid by the Creek Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid in the same manner.

11. In all instances of the establishment of town sites in accordance with the provisions of the act of Congress approved May 31, 1900 (31 Stat. L., 231), or those of section 10 of the agreement ratified by act of Congress approved March 1, 1901 (31 Stat. L., 861), authorizing the Secretary of the Interior, upon the recommendation of the Commission to the Five Civilized Tribes, at any time before allotment, to set aside and reserve from allotment any lands in the Creek Nation not exceeding 160 acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed, or be in process of construction, in or through said nation prior to the allotment of lands therein, any citizen who shall have previously selected such town site, or any portion thereof, for his allotment, or who shall have been by reason of improvements therein entitled to select the same for his allotment, shall be paid by the Creek Nation the full value of his improvements thereon at the time of the establishment of the town site, under rules and regulations to be prescribed by the Secretary of the Interior: *Provided, however*, That such citizens may purchase any of said lands in accordance with the provisions of the act of March 1, 1901 (31 Stat. L., 61): *And provided further*, That the lands which may hereafter be set aside and reserved for town sites upon recommendation of the Dawes Commission as herein provided shall embrace such acreage

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as may be necessary for the present needs and reasonable prospective growth of such town sites, and not to exceed 640 acres for each town site, and 10 per cent of the net proceeds arising from the sale of that portion of the land within the town site so selected by him, or which he was so entitled to select; and this shall be in addition to his right to receive from other lands an allotment of 160 acres.

CEMETERIES.

12. A cemetery other than a town cemetery included within the boundaries of an allotment shall not be desecrated by tillage or otherwise, but no interment shall be made therein except with the consent of the allottee, and any person desecrating by tillage or otherwise a grave or graves in a cemetery included within the boundaries of an allotment shall be guilty of a misdemeanor, and upon conviction be punished as provided in section 567 of Mansfield's Digest of the Statutes of Arkansas.

13. Whenever the town-site surveyors of any town in the Creek Nation shall have selected and located a cemetery, as provided in section 18 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), the town authorities shall not be authorized to dispose of lots in such cemetery until payment shall have been made to the Creek Nation for land used for said cemetery, as provided in said act of Congress, and if the town authorities fail or refuse to make payment as aforesaid within one year of the approval of the plat of said cemetery by the Secretary of the Interior, the land so reserved shall revert to the Creek Nation and be subject to allottment. And for lands heretofore or hereafter designated as parks upon any plat or any town site the town shall make payment into the Treasury of the United States to the credit of the Creek Nation within one year at the rate of $20 per acre, and if such payment be not made within that time the lands so designated as a park shall be platted into lots and sold as other town lots.

MISCELLANEOUS.

14. All funds of the Creek Nation not needed for equalization of allotments, including the Creek school fund, shall be paid out under direction of the Secretary of the Interior per capita to the citizens of the Creek Nation on the dissolution of the Creek tribal government.

15. The provisions of section 24 of the act of Congress approved March 1, 1901 (31 Stat. L., 861), for the reservation of land for the six established Creek court-houses, is hereby repealed.

16. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation nor be alienated by the allottee or his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment forty acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefor, and a separate deed shall be issued to each allottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents, and aged and infirm persons, who can not select for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901; but if he have no such issue, then he may dispose of his homestead by will, free from the limitation herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.

17. Section 37 of the agreement ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

"Creek citizens may rent their allotments, for strictly nonmineral purposes, for a term not to exceed one year for grazing purposes only and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same. Such leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes, and leases for mineral purposes may also be made with the approval of the Secretary of the Interior, and

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not otherwise. Any agreement or lease of any kind or character violative of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Creek Nation and grazed on lands not selected for allotment by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section 2117 of the Revised Statutes of the United States shall not hereafter apply to Creek lands."

18. When cattle are introduced into the Creek Nation to be grazed upon either lands not selected for allotment or upon lands allotted or selected for allotment the owner thereof, or the party or parties so introducing the same, shall first obtain a permit from the United States Indian agent, Union Agency, authorizing the introduction of such cattle. The application for said permit shall state the number of cattle to be introduced, together with a description of the same, and shall specify the lands upon which said cattle are to be grazed, and whether or not said lands have been selected for allotment. Cattle so introduced, and all other live stock owned or controlled by noncitizens of the nation, shall be kept upon inclosed lands, and if any such cattle or other live stock trespass upon lands allotted to or selected for allotment by any citizen of said nation, the owner thereof shall for the first trespass, make reparation to the party injured for the true value of the damages he may have sustained, and for every trespass thereafter double damages to be recovered with costs, whether the land upon which trespass is made is inclosed or not.

Any person who shall introduce any cattle into the Creek Nation in violation of the provisions of this section shall be deemed guilty of a misdemeanor and punished by a fine of not less than $100, and shall stand committed until such fine and costs are paid, such commitment not to exceed one day for every $2 of said fine and costs; and every day said cattle are permitted to remain in said nation without a permit for their introduction having been obtained shall constitute a separate offense.

19. Section 8 of the agreement, ratified by said act of March 1, 1901, is amended, and as so amended is reenacted to read as follows:

"The Secretary of the Interior shall, through the United States Indian agent in said Territory, immediately after the ratification of this agreement, put each citizen who has made selection of his allotment in unrestricted possession of his land and remove therefrom all persons objectionable to him; and when any citizen shall thereafter make selection of his allotment as herein provided and receive certificate therefor, he shall be immediately thereupon so placed in possession of his land, and during the continuance of the tribal government the Secretary of the Interior, through such Indian agent, shall protect the allottee in his right to possession against any and all persons claiming under any lease, agreement, or conveyance not obtained in conformity to law."

20. This agreement is intended to modify and supplement the agreement ratified by said act of Congress approved March 1, 1901, and shall be held to repeal any provision in that agreement or in any prior agreement, treaty, or law in conflict herewith.

21. This agreement shall be binding upon the United States and the Creek Nation, and upon all persons affected thereby when it shall have been ratified by Congress and the Creek national council and the fact of such ratification shall have been proclaimed as hereinafter provided.

22. The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek Nation council and submit this agreement, as ratified by Congress, to such council for its consideration; and if the agreement be ratified by the national council, as provided in the constitution of the tribe, the principal chief shall transmit to the President of the United States a certified copy of the act of the council ratifying the agreement, and thereupon the President shall issue his proclamation making public announcement of such ratification. Thenceforward all the provisions of this agreement shall have the force and effect of law.

Approved, June 30, 1902.

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[Creek Agreement.]

## PROCLAMATION.

Whereas the act of Congress entitled "An act to ratify and confirm a supplemental agreement with the Creek tribe of Indians, and for other purposes," approved on the thirtieth day of June, nineteen hundred and two, contains a provision as follows:

"That the following supplemental agreement, submitted by certain commissioners

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of the Creek tribe of Indians, as herein amended, is hereby ratified and confirmed on the part of the United States, and the same shall be of full force and effect if ratified by the Creek tribal council on or before the first day of September, nineteen hundred and two." * * *

And whereas the principal chief of the said tribe has transmitted to me an act of the Creek national council entitled "An act to ratify and confirm a supplemental agreement with the United States," approved the twenty-sixth day of July, nineteen hundred and two, which contains a provision as follows:

"That the following supplemental agreement by and between the United States and the Muskogee (or Creek) tribe of Indians, in Indian Territory, ratified and confirmed on the part of the United States by act of Congress approved June 30, 1902 (Public—No. 200), is hereby confirmed on the part of the Muskogee (or Creek) Nation." * * *

And whereas paragraph twenty-two provides as follows:

"The principal chief, as soon as practicable after the ratification of this agreement by Congress, shall call an extra session of the Creek Nation council and submit this agreement, as ratified by Congress, to such council for its consideration, and if the agreement be ratified by the national council, as provided in the constitution of the tribe, the principal chief shall transmit to the President of the United States a certified copy of the act of the council ratifying the agreement, and thereupon the President shall issue his proclamation making public announcement of such ratification; thenceforward all the provisions of this agreement shall have the force and effect of law."

Now, therefore, I, Theodore Roosevelt, President of the United States, do hereby declare said agreement duly ratified and that all the provisions thereof became law according to the terms thereof on the twenty-sixth day of July, nineteen hundred and two.

In witness whereof I have hereunto set my hand and caused the seal of the United States to be affixed.

Done at the city of Washington this 8th day of August, in the year of our Lord one thousand nine hundred and two and of the independence of the United States the one hundred and twenty-sixth.

[SEAL.] THEODORE ROOSEVELT.

By the President:
ALVEY A. ADEE, *Acting Secretary of State.*

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## APPENDIX NO. 5.

[PUBLIC—No. 241.]

AN ACT To provide for the allotment of the lands of the Cherokee Nation, for the disposition o town sites therein, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

DEFINITION OF WORDS EMPLOYED HEREIN.

SECTION 1. The words "nation" and "tribe" shall each be held to refer to the Cherokee Nation or tribe of Indians in Indian Territory.

SEC. 2. The words "principal chief" or "chief executive" shall be held to mean the principal chief of said tribe.

SEC. 3. The words "Dawes Commission" or "Commission" shall be held to mean the United States Commission to the Five Civilized Tribes.

SEC. 4. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

SEC. 5. The terms "allottable lands" or "lands allottable" shall be held to mean all the lands of Cherokee tribe not herein reserved from allotment.

SEC. 6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Dawes Commission for the Cherokee Nation, for particular tracts of land.

SEC. 7. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Cherokee Nation, in the Indian Territory.

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SEC. 8. Every word in this act importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

APPRAISEMENT OF LANDS.

SEC. 9. The lands belonging to the Cherokee tribe of Indians in Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in the determination of the value of such land consideration shall not be given to the location thereof, to any timber thereon, or to any mineral deposits contained therein, and shall be made without reference to improvements which may be located thereon.

SEC. 10. The appraisement, as herein provided, shall be made by the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior.

ALLOTMENT OF LANDS.

SEC. 11. There shall be allotted by the Commission to the Five Civilized Tribes and to each citizen of the Cherokee tribe, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nation, to conform as nearly as may be to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements.

SEC. 12. For the purpose of making allotments and designating homesteads hereunder, the forty-acre, or quarter of a quarter section, subdivision established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

SEC. 13. Each member of said tribe shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to forty acres of the average allotable lands of the Cherokee Nation, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of the certificate of allotment. Separate certificate shall issue for said homestead. During the time said homestead is held by the allottee the same shall be nontaxable and shall not be liable for any debt contracted by the owner thereof while so held by him.

SEC. 14. Lands allotted to citizens shall not in any manner whatever or at any time be encumbered, taken, or sold to secure or satisfy any debt or obligation, or be alienated by the allottee or his heirs, before the expiration of five years from the date of the ratification of this act.

SEC. 15. All lands allotted to the members of said tribe, except such land as is set aside to each for a homestead as herein provided, shall be alienable in five years after issuance of patent.

SEC. 16. If for any reason an allotment should not be selected or a homestead designated by or on behalf of any member of the tribe, it shall be the duty of said Commission to make said selection and designation.

SEC. 17. In the making of allotments and in the designation of homesteads for members of said tribe said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in section twelve hereof.

SEC. 18. It shall be unlawful after ninety days after the ratification of this act by the Cherokees for any member of the Cherokee tribe to inclose or hold possession of, in any manner, by himself or through another, directly or indirectly, more lands in value than that of one hundred and ten acres of average allottable lands of the Cherokee Nation, either for himself or for his wife, or for each of his minor children, if members of said tribe; and any member of said tribe found in such possession of lands, or having the same in any manner inclosed, after the expiration of ninety days after the date of the ratification of this act shall be deemed guilty of a misdemeanor.

SEC. 19. Any person convicted of violating any of the provisions of section eighteen of this act shall be punished by a fine of not less than one hundred dollars, shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs), and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. The United States district attorney for the northern district is required to see that the provisions of said section eighteen are strictly enforced, and he shall immediately, after the expiration of the

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ninety days after the ratification of this act, proceed to dispossess all persons of such excessive holdings of lands and to prosecute them for so unlawfully holding the same, and the Commission to the Five Civilized Tribes shall have authority to make investigations of all violations of section eighteen and make report thereon to the United States district attorney.

SEC. 20. If any person whose name appears upon the roll prepared as herein provided shall have died subsequent to the first day of September, nineteen hundred and two, and before receiving his allotment, the lands to which such person would have been entitled if living shall be allotted in his name, and shall, with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and proper time, the Dawes Commission shall designate the lands thus to be allotted.

SEC. 21. Allotment certificates issued by the Dawes Commission shall be conclusive evidence of the right of an allottee to the tract of land described therein, and the United States Indian agent for the Union Agency shall, under the direction of the Secretary of the Interior, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to him, and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

SEC. 22. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes, under the direction of the Secretary of the Interior, to determine all matters relative to the appraisement and the allotment of lands.

SEC. 23. All Delaware Indians who are members of the Cherokee Nation shall take lands and share in the funds of the tribe, as their rights may be determined by the judgment of the Court of Claims, or by the Supreme Court if appealed, in the suit instituted therein by the Delawares against the Cherokee Nation, and now pending; but if said suit be not determined before said Commission is ready to begin the allotment of lands of the tribes as herein provided, the Commission shall cause to be segregated one hundred and fifty-seven thousand six hundred acres of land, including lands which have been selected and occupied by Delawares in conformity to the provisions of their agreement with the Cherokees dated April eighth, eighteen hundred and sixty-seven, such lands so to remain, subject to disposition according to such judgment as may be rendered in said cause; and said Commission shall thereupon proceed to the allotment of the remaining lands of the tribe as aforesaid. Said Commission shall, when final judgment is rendered, allot lands to such Delawares in conformity to the terms of the judgment and their individual rights thereunder. Nothing in this act shall in any manner impair the rights of either party to said contract as the same may be finally determined by the court, or shall interfere with the holdings of the Delawares under their contract with the Cherokees of April eighth, eighteen hundred and sixty-seven, until their rights under said contract are determined by the courts in their suit now pending against the Cherokees, and said suit shall be advanced on the dockets of said courts and determined at the earliest time practicable.

RESERVATIONS.

SEC. 24. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites by the provisions of the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), the provisions of the act of Congress of May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), and by the provisions of this act.

(b) All lands to which, upon the date of the ratification of this act, any railroad company may, under any treaty or act of Congress, have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses only, connected with the maintenance and operation of the railroad.

(c) All lands selected for town cemeteries not to exceed twenty acres each.

(d) One acre of land for each Cherokee schoolhouse not included in town sites or herein otherwise provided for.

(e) Four acres for Willie Halsell College at Vinita.

(f) Four acres for Baptist Mission school at Tahlequah.

(g) Four acres for Presbyterian school at Tahlequah.



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(h) Four acres for Park Hill Mission school south of Tahlequah.
(i) Four acres for Elm Springs Mission school at Barren Fork.
(j) Four acres for Dwight Mission school at Sallisaw.
(k) Four acres for Skiatook Mission near Skiatook.
(l) Four acres for Lutheran Mission school on Illinois River north of Tahlequah.
(m) Sufficient ground for burial purposes where neighborhood cemeteries are now located, not to exceed three acres each.
(n) One acre for each church house outside of towns.
(o) The square now occupied by the capitol building at Tahlequah.
(p) The grounds now occupied by the national jail at Tahlequah.
(q) The grounds now occupied by the Cherokee Advocate printing office at Tahlequah.
(r) Forty acres for the Cherokee Male Seminary near Tahlequah.
(s) Forty acres for the Cherokee Female Seminary at Tahlequah.
(t) One hundred and twenty acres for the Cherokee Orphan Asylum on Grand River.
(u) Forty acres for colored high school in Tahlequah district.
(v) Forty acres for Cherokee Insane Asylum.
(w) Four acres for the school for blind, deaf, and dumb children near Fort Gibson.

The acre so reserved for any church or schoolhouse in any quarter section of land shall be located where practicable in a corner of such quarter section adjacent to the section lines thereof.

*Provided*, That the Methodist Episcopal Church South may, within twelve months after the ratification of this act, pay ten dollars per acre for the one hundred and sixty acres of land adjacent to the town of Vinita, and heretofore set apart by act of the Cherokee national council for the use of said church for missionary and educational purposes, and now occupied by Willie Halsell College (formerly Galloway College), and shall thereupon receive title thereto; but if said church fail so to do it may continue to occupy said one hundred and sixty acres of land as long as it uses same for the purposes aforesaid.

Any other school or college in the Cherokee Nation which claims to be entitled under the law to a greater number of acres than is set apart for said school or college by section twenty-four of this act may have the number of acres to which it is entitled by law. The trustees of such school or college shall, within sixty days after the ratification of this act, make application to the Secretary of the Interior for the number of acres to which such school or college claims to be entitled, and if the Secretary of the Interior shall find that such school or college is, under the laws and treaties of the Cherokee Nation in force prior to the ratification of this act, entitled to a greater number of acres of land than is provided for in this act, he shall so determine and his decision shall be final. The amount so found by the Secretary of the Interior shall be set apart for the use of such college or school as long as the same may be used for missionary and educational purposes: *Provided*, That the trustees of such school or college shall pay ten dollars per acre for the number of acres so found by the Secretary of the Interior and which have been heretofore set apart by act of the Cherokee national council for use of such school or college for missionary or educational purposes, and upon the payment of such sum within sixty days after the decision of the Secretary of the Interior said college or school may receive a title to such land.

ROLL OF CITIZENSHIP.

SEC. 25. The roll of citizens of the Cherokee Nation shall be made as of September first, nineteen hundred and two, and the names of all persons then living and entitled to enrollment on that date shall be placed on said roll by the Commission to the Five Civilized Tribes.

SEC. 26. The names of all persons living on the first day of September, nineteen hundred and two, entitled to be enrolled as provided in section twenty-five hereof, shall be placed upon the roll made by said Commission, and no child born thereafter to a citizen, and no white person who has intermarried with a Cherokee citizen since the sixteenth day of December, eighteen hundred and ninety-five, shall be entitled to enrollment or to participate in the distribution of the tribal property of the Cherokee Nation.

SEC. 27. Such rolls shall in all other respects be made in strict compliance with the provisions of section twenty-one of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), and the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one).

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SEC. 28. No person whose name appears upon the roll made by the Dawes Commission as a citizen or freedman of any other tribe shall be enrolled as a citizen of the Cherokee Nation.

SEC. 29. For the purpose of expediting the enrollment of the Cherokee citizens and the allotment of lands as herein provided, the said Commission shall, from time to time, and as soon as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final roll of citizens of the Cherokee tribe, upon which allotment of land and distribution of other tribal property shall be made. When there shall have been submitted to and approved by the Secretary of the Interior lists embracing the names of all those lawfully entitled to enrollment, the roll shall be deemed complete. The roll so prepared shall be made in quadruplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Cherokee Nation, and one to remain with the Commission to the Five Civilized Tribes.

SEC. 30. During the months of September and October, in the year nineteen hundred and two, the Commission to the Five Civilized Tribes may receive applications for enrollment of such infant children as may have been born to recognized and enrolled citizens of the Cherokee Nation on or before the first day of September, nineteen hundred and two, but the application of no person whomsoever for enrollment shall be received after the thirty-first day of October, nineteen hundred and two.

SEC. 31. No person whose name does not appear upon the roll prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Cherokee tribe, and those whose names appear thereon shall participate in the manner set forth in this act: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person, whose name is on said roll and who died prior to the first day of September, nineteen hundred and two. The right of such person to any interest in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before said date, and any person or persons who may conceal the death of anyone on said roll as aforesaid for the purpose of profiting by said concealment, and who shall knowingly receive any portion of any land or other tribal property or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto a forfeiture to the Cherokee Nation of the lands, other tribal property, and proceeds so obtained.

SCHOOLS.

SEC. 32. The Cherokee school fund shall be used, under the direction of the Secretary of the Interior, for the education of children of Cherokee citizens, and the Cherokee schools shall be conducted under rules prescribed by him according to Cherokee laws, subject to such modifications as he may deem necessary to make the schools most effective and to produce the best possible results; said schools to be under the supervision of a supervisor appointed by the Secretary and a school board elected by the national council.

SEC. 33. All teachers shall be examined by said supervisor, and said school board and competent teachers and other persons to be engaged in and about the schools with good moral character only shall be employed; but where all qualifications are equal, preference shall be given to citizens of the Cherokee Nation in such employment.

SEC. 34. All moneys for carrying on the schools shall be appropriated by the Cherokee national council, not to exceed the amount of the Cherokee school fund; but if the council fail or refuse to make the necessary appropriations, the Secretary of the Interior may direct the use of a sufficient amount of the school fund to pay all necessary expenses for the efficient conduct of the schools, strict account therefor to be rendered to him and the principal chief.

SEC. 35. All accounts for expenditures in carrying on the schools shall be examined and approved by said supervisor, and also by the general superintendent of Indian schools in the Indian Territory, before payment thereof is made.

SEC. 36. The interest arising from the Cherokee orphan fund shall be used, under the direction of the Secretary of the Interior, for maintaining the Cherokee Orphan Asylum for the benefit of the Cherokee orphan children.

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ROADS.

SEC. 37. Public highways or roads two rods in width, being one rod on each side of the section line, may be established along all section lines without any compensation being paid therefor, and all allottees, purchasers, and others shall take the title to such lands subject to this provision; and public highways or roads may be established elsewhere whenever necessary for the public good; the actual value of the land taken elsewhere than along section lines to be determined under the direction of the Secretary of the Interior while the tribal government continues and to be paid by the Cherokee Nation during that time; and if buildings or other improvements are damaged in consequence of the establishment of such public highways or roads, whether along section lines or elsewhere, such damages, during the continuance of the tribal government, shall be determined and paid for in the same manner.

TOWN SITES.

SEC. 38. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Dawes Commission under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

SEC. 39. Whenever any tract of land shall be set aside by the Secretary of the Interior for town-site purposes, as provided in said act of May thirty-first, nineteen hundred, or by the terms of this act, which is occupied at the time of such segregation by any member of the Cherokee Nation, such occupant shall be allowed to purchase any lot upon which he then has improvements other than fences, tillage, and temporary improvements, in accordance with the provisions of the act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), or, if he so elects, the lot will be sold under rules and regulations to be prescribed by the Secretary of the Interior, and he shall be fully compensated for his improvements thereon out of the funds of the tribe arising from the sale of the town sites, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriations for surveying, laying out, platting, and selling town sites.

SEC. 40. All town sites which may hereafter be set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), with the additional acreage added thereto, as well as all town sites set aside under the provisions of this act having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in like manner, and with like preference rights accorded to owners of improvements as other town sites in the Cherokee Nation are surveyed, laid out, platted, appraised, and disposed of under the act of Congress of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), as modified or supplemented by the act of May thirty-first, nineteen hundred: *Provided*, That as to the town sites set aside as aforesaid the owner of the improvements shall be required to pay the full appraised value of the lot instead of the percentage named in said act of June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five).

SEC. 41. Any person being in possession or having the right to the possession of any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and owning improvements thereon, other than temporary buildings, fencing, or tillage, shall have the right to purchase the same at one-fourth of the appraised value thereof.

SEC. 42. Any person being in possession of, or having the right to the possession of, any town lot or lots, as surveyed and platted under the direction of the Secretary of the Interior, in accordance with the act of Congress, approved May thirty-first, nineteen hundred (Thirty-first Statutes, page two hundred and twenty-one), the occupancy of which lot or lots was originally acquired under any town-site act of the Cherokee Nation, and not having any improvements thereon, shall have the right to purchase the same at one-half of the appraised value thereof.

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SEC. 43. Any citizen in rightful possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase same by paying one-half the appraised value thereof: *Provided*, That any other person in undisputed possession of any town lot having improvements thereon other than temporary buildings, fencing, and tillage, the occupancy of which has not been acquired under tribal laws, shall have the right to purchase such lot by paying the appraised value thereof.

SEC. 44. All lots not having thereon improvements other than temporary buildings, fencing, and tillage, the sale or disposition of which is not herein otherwise specifically provided for, shall be sold within twelve months after appraisement, under the direction of the Secretary of the Interior, after due advertisement, at public auction, to the highest bidder, at not less than their appraised value.

SEC. 45. When the appraisement of any town lot is made and approved, the town-site commission shall notify the claimant thereof of the amount of appraisement, and he shall, within sixty days thereafter, make payment of ten per centum of the amount due for the lot, and four months thereafter he shall pay fifteen per centum additional, and the remainder of the purchase money he shall pay in three equal annual installments without interest; but if the claimant of any such lot fail to purchase same, or make the first and second payments aforesaid, or make any other payment within the time specified, the lot and improvements shall be sold at public auction to the highest bidder, under the direction of the Secretary of the Interior, at a price not less than its appraised value.

SEC. 46. When any improved lot shall be sold at public auction because of the failure of the person owning improvements thereon to purchase same within the time allowed in said act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (Thirtieth Statutes, page four hundred and ninety-five), said improvements shall be appraised by a committee, one member of which shall be selected by the owner of the improvements and one member by the purchaser of said lot; and in case the said committee is not able to agree upon the value of said improvements, the committtee may select a third member, and in that event the determination of the majority of the committee shall control. Said committee of appraisement shall be paid such compensation for their services by the two parties in interest, share and share alike, as may be agreed upon, and the amount of said appraisement shall be paid by the purchaser of the lot to the owner of the improvements in cash within thirty days after the decision of the committee of appraisement.

SEC. 47. The purchaser of any unimproved town lot sold at public auction shall pay twenty-five per centum of the purchase money at the time of the sale, and within four months thereafter he shall pay twenty-five per centum additional, and the remainder of the purchase money he shall pay in two equal annual installments without interest.

SEC. 48. Such towns in the Cherokee Nation as may have a population of less than two hundred people not otherwise provided for, and which, in the judgment of the Secretary of the Interior, should be set aside as town sites, shall have their limits defined as soon as practicable after the approval of this act in the same manner as provided for other town sites.

SEC. 49. The town authorities of any town site in said Cherokee Nation may select and locate, subject to the approval of the Secretary of the Interior, a cemetery within suitable distance from said town, to embrace such number of acres as may be deemed necessary for such purpose. The town-site commission shall appraise the same at its true value, and the town may purchase the same within one year from the approval of the survey by paying the appraised value. If any citizen have improvements thereon, said improvements shall be appraised by said town-site commission and paid for by the town: *Provided*, That lands already laid out by tribal authorities for cemeteries shall be included in the cemeteries herein provided for without cost to the towns, and the holdings of the burial lots therein now occupied for such purpose shall in no wise be disturbed: *And provided further*, That any park laid out and surveyed in any town shall be duly appraised at a fair valuation, and the inhabitants of said town shall, within one year after the approval of the survey and the appraisement of said park by the Secretary of the Interior, pay the appraised value to the proper officer for the benefit of the tribe.

SEC. 50. The United States shall pay all expenses incident to surveying, platting, and disposition of town lots, and all allotments of lands made under the provisions of this plan of allotment, except where the town authorities may have been or may be duly authorized to survey and plat their respective towns at the expense of such towns.

SEC. 51. No taxes shall be assessed by any town government against any town lot

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remaining unsold, but taxes may be assessed against any town lot sold as herein provided.

SEC. 52. If the purchaser of any town lot fail to make payment of any sum when due, the same shall thereafter bear six per centum interest per annum until paid.

SEC. 53. All lots or parts of lots, not exceeding fifty by one hundred and fifty feet in size, upon which church houses and parsonages have been erected, and which are occupied as such at the time of appraisement, shall be conveyed gratuitously to the churches to which such improvements belong, and if such churches have inclosed other adjoining lots actually necessary for their use, they may purchase the same by paying the appraised value thereof.

SEC. 54. Whenever the chief executive of the Cherokee Nation fails or refuses to appoint a town-site commissioner for any town or to fill any vacancy caused by the neglect or refusal of the town-site commissioners appointed by the chief executive to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

SEC. 55. The purchaser of any town lot may at any time pay the full amount of the purchase money, and he shall thereupon receive title therefor.

SEC. 56. Any person may bid for and purchase any lot sold at public auction as herein provided.

SEC. 57. The United States may purchase in any town in the Cherokee Nation suitable lands for court-houses, jails, or other necessary public purposes for its use by paying the appraised value thereof, the same to be selected under the direction of the department for whose use such lands are needed, and if any person have improvements thereon, the same shall be appraised in like manner as other town property and shall be paid for by the United States.

TITLES.

SEC. 58. The Secretary of the Interior shall furnish the principal chief with blank patents necessary for all conveyances herein provided for, and when any citizen receives his allotment of land, or when any allotment has been so ascertained and fixed that title should under the provisions of this act be conveyed, the principal chief shall thereupon proceed to execute and deliver to him a patent conveying all the right, title, and interest of the Cherokee Nation, and of all other citizens, in and to the lands embraced in his allotment certificate.

SEC. 59. All conveyances shall be approved by the the Secretary of the Interior, which shall serve as a relinquishment to the grantee of all the right, title, and interest of the United States in and to the lands embraced in his patent.

SEC. 60. Any allottee accepting such patent shall be deemed to assent to the allotment and conveyance of all the lands of the tribe as provided in this act, and to relinquish all his right, title, and interest to the same, except in the proceeds of lands reserved from allotment.

SEC. 61. The acceptance of patents for minors and incompetents by persons authorized to select their allotments for them shall be deemed sufficient to bind such minors and incompetents as to the conveyance of all other lands of the tribe.

SEC. 62. All patents, when so executed and approved, shall be filed in the office of the Dawes Commission, and recorded in a book provided for the purpose, until such time as Congress shall make other suitable provision for record of land titles, without expense to the grantee, and such records shall have like effect as other public records.

MISCELLANEOUS.

SEC. 63. The tribal government of the Cherokee Nation shall not continue longer than March fourth, nineteen hundred and six.

SEC. 64. The collection of all revenues of whatsoever character belonging to the tribe shall be made by an officer appointed by the Secretary of the Interior, under rules and regulations to be prescribed by the said Secretary.

SEC. 65. All things necessary to carry into effect the provisions of this act, not otherwise herein specifically provided for, shall be done under the authority and direction of the Secretary of the Interior.

SEC. 66. All funds of the tribe, and all moneys accruing under the provisions of this act, shall be paid out under the direction of the Secretary of the Interior, and when required for per capita payments shall be paid directly to each individual by an appointed officer of the United States, under the direction of the Secretary of the Interior.

SEC. 67. The Secretary of the Interior shall cause to be paid all just indebtedness of said tribe existing at the date of the ratification of this act which may have law-

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fully been contracted, and warrants therefor regularly issued upon the several funds of the tribe, as also warrants drawn by authority of law hereafter and prior to the dissolution of the tribal government, such payments to be made from any funds in the United States Treasury belonging to said tribe, and all such indebtedness of the tribe shall be paid in full before any pro rata distribution of the funds of the tribe shall be made. The Secretary of the Interior shall make such payments at the earliest time practicable and he shall make all needed rules and regulations to carry this provision into effect.

SEC. 68. Jurisdiction is hereby conferred upon the Court of Claims to examine, consider, and adjudicate, with a right of appeal to the Supreme Court of the United States by any party in interest feeling aggrieved at the decision of the Court of Claims, any claim which the Cherokee tribe, or any band thereof, arising under treaty stipulations, may have against the United States, upon which suit shall be instituted within two years after the approval of this act; and also to examine, consider, and adjudicate any claim which the United States may have against said tribe, or any band thereof. The institution, prosecution, or defense, as the case may be, on the part of the tribe or any band, of any such suit, shall be through attorneys employed and to be compensated in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes of the United States, the tribe acting through its principal chief in the employment of such attorneys, and the band acting through a committee recognized by the Secretary of the Interior. The Court of Claims shall have full authority, by proper orders and process, to make parties to any such suit all persons whose presence in the litigation it may deem necessary or proper to the final determination of the matter in controversy, and any such suit shall, on motion of either party, be advanced on the docket of either of said courts and be determined at the earliest practicable time.

SEC. 69. After the expiration of nine months after the date of the original selection of an allotment by or for any citizen of the Cherokee tribe as provided in this act, no contest shall be instituted against such selection, and as early thereafter as practicable patent shall issue therefor.

SEC. 70. Allotments may be selected and homesteads designated for minors by the father or mother, if citizens, or by a guardian, or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons, and soldiers and sailors of the United States on duty outside of the Indian Territory, by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable persons akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

SEC. 71. Any allottee taking as his allotment lands located around the Cherokee National Male Seminary. the Cherokee National Female Seminary, or Cherokee Orphan Asylum which have not been reserved from allotment as herein provided, and upon which buildings, fences, or other property of the Cherokee Nation are located, such buildings, fences, or other property shall be appraised at the true value thereof and be paid for by the allottee taking such lands as his allotment, and the money to be paid into the Treasury of the United States to the credit of the Cherokee Nation.

SEC. 72. Cherokee citizens may rent their allotments when selected for a term not to exceed one year for grazing purposes only, and for a period not to exceed five years for agricultural purposes, but without any stipulation or obligation to renew the same; but leases for a period longer than one year for grazing purposes and for a period longer than five years for agricultural purposes and for mineral purposes may also be made with the approval of the Secretary of the Interior and not otherwise. Any agreement or lease of any kind or character violative of this section shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity. Cattle grazed upon leased allotments shall not be liable to any tribal tax, but when cattle are introduced into the Cherokee Nation and grazed on lands not selected as allotments by citizens, the Secretary of the Interior shall collect from the owners thereof a reasonable grazing tax for the benefit of the tribe, and section twenty-one hundred and seventeen of the Revised Statutes of the United States shall not hereafter apply to Cherokee lands.

SEC. 73. The provisions of section thirteen of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall not apply to or in any manner affect the lands or other property of said tribe, and no act of Congress or treaty provision inconsistent with this agreement shall be in force in said nation except sections fourteen and twenty-seven of said last-mentioned act, which shall continue in force as if this agreement had not been made.

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SEC. 74. This act shall not take effect or be of any validity until ratified by a majority of the whole number of votes cast by the legal voters of the Cherokee Nation in the manner following:

SEC. 75. The principal chief shall, within ten days after the passage of this act by Congress, make public proclamation that the same shall be voted upon at a special election to be held for that purpose within thirty days thereafter, on a certain date therein named, and he shall appoint such officers and make such other provisions as may be necessary for holding such election. The votes cast at such election shall be forthwith duly certified as required by Cherokee law, and the votes shall be counted by the Cherokee national council, if then in session, and if not in session the principal chief shall convene an extraordinary session for the purpose, in the presence of a member of the Commission to the Five Civilized Tribes, and said member and the principal chief shall jointly make certificate thereof and proclamation of the result, and transmit the same to the President of the United States.

Approved, July 1, 1902.

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## APPENDIX NO. 6.

### PORTION OF THE ACT OF MAY 31, 1900 (31 STAT., 221), IN REGARD TO TOWN-SITE MATTERS IN THE INDIAN TERRITORY.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, for the balance of the current year and for the year ending June thirtieth, nineteen hundred and one, the same to be immediately available, sixty-seven thousand dollars, or so much as may be necessary: *Provided*, that the Secretary of the Interior is hereby authorized, under rules and regulations to be prescribed by him, to survey, lay out, and plat into town lots, streets, alleys, and parks the sites of such towns and villages in the Choctaw, Chickasaw, Creek, and Cherokee nations as may at that time have a population of two hundred or more, in such manner as will best subserve the then present needs and the reasonable prospective growth of such towns. The work of surveying, laying out, and platting such town sites shall be done by competent surveyors, who shall prepare five copies of the plat of each town site, which, when the survey is approved by the Secretary of the Interior, shall be filed as follows: One in the office of the Commissioner of Indian Affairs, one with the principal chief of the nation, one with the clerk of the court within the territorial jurisdiction of which the town is located, one with the Commission to the Five Civilized Tribes, and one with the town authorities, if there be such. Where in his judgment the best interests of the public service, the Secretary of the Interior may secure the surveying, laying out, and platting of town sites in any of said nations by contract.

Hereafter the work of the respective town-site commissions provided for in the agreement with the Choctaw and Chickasaw tribes ratified in section twenty-nine of the act of June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," shall begin as to any town site immediately upon the approval of the survey by the Secretary of the Interior and not before.

The Secretary of the Interior may in his discretion appoint a town-site commission consisting of three members for each of the Creek and Cherokee nations, at least one of whom shall be a citizen of the tribe and shall be appointed upon the nomination of the principal chief of the tribe. Each commission, under the supervision of the Secretary of the Interior, shall appraise and sell for the benefit of the tribe the town lots in the nation for which it is appointed, acting in conformity with the provisions of any of then existing acts of Congress or agreement with the tribe approved by Congress. The agreement of any two members of the commission as to the true value of any lot shall constitute a determination thereof, subject to the approval of the Secretary of the Interior, and if no two members are able to agree the matter shall be determined by such Secretary.

Where in his judgment the public interests will be thereby subserved, the Secretary of the Interior may appoint in the Choctaw, Chickasaw, Creek, or Cherokee nation a separate town-site commission for any town, in which event as to that town such local commission may exercise the same authority and perform the same duties

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which would otherwise devolve upon the commission for that nation. Every such local commission shall be appointed in the manner provided in the act approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory."

The Secretary of the Interior, where in his judgment the public interests will be thereby subserved, may permit the authorities of any town in any of said nations, at the expense of the town, to survey, lay out, and plat the site thereof, subject to his supervision and approval, as in other instances.

As soon as the plat of any town site is approved, the proper commission shall, with all reasonable dispatch and within a limited time, to be prescribed by the Secretary of the Interior, proceed to make the appraisement of the lots and improvements, if any, thereon, and after the approval thereof by the Secretary of the Interior, shall, under the supervision of such Secretary, proceed to the disposition and sale of the lots in conformity with any then existing act of Congress or agreement with the tribe approved by Congress, and if the proper commission shall not complete such appraisement and sale within the time limited by the Secretary of the Interior they shall receive no pay for such additional time as may be taken by them, unless the Secretary of the Interior for good cause shown shall expressly direct otherwise.

The Secretary of the Interior may, for good cause, remove any member of any town-site commission, tribal or local, in any of said nations, and may fill the vacancy thereby made or any vacancy otherwise occurring in like manner as the place was originally filled.

It shall not be required that the town-site limits established in the course of the platting and disposing of town lots and the corporate limits of the town, if incorporated, shall be identical or coextensive, but such town-site limits and corporate limits shall be so established as to best subserve the then present needs and the reasonable prospective growth of the town, as the same shall appear at the times when such limits are respectively established: *Provided further*, That the exterior limits of all town sites shall be designated and fixed at the earliest practicable time, under rules and regulations prescribed by the Secretary of the Interior.

Upon the recommendation of the Commission to the Five Civilized Tribes the Secretary of the Interior is hereby authorized, at any time before allotment, to set aside and reserve from allotment any lands in the Choctaw, Chickasaw, Creek, or Cherokee nations, not exceeding one hundred and sixty acres in any one tract, at such stations as are or shall be established in conformity with law on the line of any railroad which shall be constructed or be in process of construction in or through either of said nations prior to the allotment of the lands therein, and this irrespective of the population of such town site at the time. Such town sites shall be surveyed, laid out, and platted, and the lands therein disposed of for the benefit of the tribe in the manner herein prescribed for other town sites: *Provided further*, That whenever any tract of land shall be set aside as herein provided which is occupied by a member of the tribe, such occupant shall be fully compensated for his improvements thereon under such rules and regulations as may be prescribed by the Secretary of the Interior.

Nothing herein contained shall have the effect of avoiding any work heretofore done in pursuance of the said act of June twenty-eighth, eighteen hundred and ninety-eight, in the way of surveying, laying out, or platting of town sites, appraising or disposing of town lots in any of said nations, but the same, if not heretofore carried to a state of completion, may be completed according to the provisions hereof.

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## APPENDIX NO. 7.

REGULATIONS (FEBRUARY 14, 1901) GOVERNING THE PROCUREMENT OF TIMBER AND STONE, FOR DOMESTIC AND INDUSTRIAL PURPOSES, IN THE INDIAN TERRITORY, AS PROVIDED IN THE ACT OF JUNE 6, 1900. (31 STAT., 660.)

1. The United States Indian agent for the Union Agency is hereby authorized and directed to enter into a contract or contracts, upon applications, made in the form of affidavits, upon blanks prescribed, when approved by the Secretary of the Interior, with any responsible person, persons, or corporation for the purchase of timber or stone from any of the public lands belonging to any of the Five Civilized Tribes, and to collect, on or before the end of each month, the full value of such timber or stone as the Secretary of the Interior shall hereafter determine should be

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paid; and the timber and stone so procured under such contracts may be used for "domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways" within the limits of the Indian Territory only.

Applications must be presented to the United States Indian inspector located in the Indian Territory and by him forwarded, with his recommendation, through the Commissioner of Indian Affairs, to the Department.

Applicants must state the quality and quantity of timber or stone proposed to be cut or quarried, the purpose or purposes for which and the place or places where said timber and stone are to be used, as the case may be, the amount considered just and reasonable to be paid by them, and their reasons for such conclusion. Each application must be accompanied by the affidavits of two disinterested persons corroborating specifically all the statements of the applicant, and the inspector is hereby authorized to require any other information as to the value of the timber or stone or to show the good faith of the applicant.

2. Before any timber shall be cut or any stone taken from any of the lands belonging to any of the Five Civilized Tribes, the person, persons, or corporation desiring to secure such timber or stone shall enter into a contract or contracts with said Indian agent, in accordance with the form hereto attached, which contract, however, shall not be of force until the Secretary of the Interior shall have indorsed his approval thereon: *Provided*, That each such person, persons, or corporation shall give bond (form attached hereto) in a sufficient sum, to be fixed by the Secretary of the Interior, with two good and sufficient sureties, or an approved surety company, as surety, conditioned for the faithful performance of the stipulations of the contract or contracts, and also conditioned for the faithful observance of all of the laws of the United States now in force or that may hereafter be enacted, and the regulations now prescribed or that may hereafter be prescribed by the Secretary of the Interior relative to any and all matters pertaining to the affairs of any of the Five Civilized Tribes.

3. The moneys so collected shall be placed to the credit of the tribe or tribes to which the land belongs from which such timber or stone was procured, as miscellaneous receipts, class three, "not the result of the labor of any member of such tribe;" but no timber or stone shall be taken from any land selected by any citizen of any of the Five Civilized Tribes as his prospective allotment without his consent, and only from such land being cleared, or to be cleared, for cultivation, and not until a contract shall have been entered into by the said United States Indian agent and the person, persons, or corporation desiring to procure such timber or stone, and the same shall have been approved.

The price to be paid under such contract shall be satisfactory to such prospective allottee: *Provided*, That the provisions of this section shall apply to all tracts now in possession of any citizens of any of the Five Civilized Tribes who intend to include such tracts in their prospective allotments, and the money derived from the sale of timber or stone taken from any such tracts shall be deposited in the United States Treasury, St. Louis, Mo., to the credit of the Secretary of the Interior and subject to his check in his official capacity only, and when the tract or tracts from which such timber or stone was taken shall have been allotted, the Secretary of the Interior shall pay the money so deposited to the citizen or citizens taking the said tract or tracts as his or their allotment, if found to be entitled to said money: *And provided further*, That the Indian agent shall be required to keep an accurate list, by legal subdivision, of the land from which such timber or stone was taken, and also an accurate list of the amount of money derived from the sale of timber or stone taken from each such legal subdivision. Value of timber and stone taken from unappraised selected lands must be added to the appraisement when made.

4. The contract or contracts entered into by said Indian agent with any person, persons, or corporation shall describe the land from which the timber or stone is to be taken by legal subdivisions, and if any contractor shall take timber or stone from any land other than that covered by his contract he shall be liable to forcible removal from the Indian Territory and suit on his bond, and such unlawful taking of timber and stone shall work also a forfeiture of his contract.

5. The act of Congress under which these rules are promulgated provides that "every person who unlawfully cuts, or aids, or is employed in unlawfully cutting, or wantonly destroys, or procures to be wantonly destroyed, any timber standing upon the land of either of said tribes, or sells or transports any of such timber or stone outside the Indian Territory, contrary to the regulations prescribed by the Secretary, shall pay a fine of not more than five hundred dollars, or be imprisoned not more than twelve months, or both, in the discretion of the court trying the same."

The Indian agent for the Union Agency shall see that any person, persons, or corporation who procures timber or stone from any of the lands belonging to any of the Five Civilized Tribes, under and in accordance with the provisions of the act of

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Congress approved June 6, 1900 (31 Stat., 660), and these regulations, employs Indians in the cutting and removal of said timber and in the quarrying and removal of said stone whenever practicable on the same terms as other labor, Indians to have the preference over white men.

The Department reserves the right to amend these regulations and to advance the price to be paid for timber or stone to be taken under any contract if it be shown that the amount stipulated in the contract is less than the "full value," or to cancel any contract for failure to pay promptly the amounts due, or for any other good and sufficient cause, after due notice to the party or parties in interest, giving the right to show cause, within ten days from service of such notice, why this action should not be taken.

W. A. JONES,
*Commissioner of Indian Affairs.*

WASHINGTON, D. C., *February 14, 1901.*

Approved:
THOS. RYAN,
*Acting Secretary.*

*Amendment to the regulations of the Interior Department governing the procurement of timber and stone for domestic and industrial purposes in the Indian Territory, dated February 14, 1901, promulgated under the act of Congress approved June 6, 1900 (31 Stat., 660).*

Applications will not be received for the present under said regulations, except for props and caps for mines, and ties and pilings for railroads, and said regulations are suspended, except as above modified.

This amendment approved by Secretary of the Interior April 27, 1901.

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AN ACT To provide for the use of timber and stone for domestic and industrial purposes in the Indian Territory.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of the Interior is authorized to prescribe rules and regulations for the procurement of timber and stone for such domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways, to be used only in the Indian Territory, as in his judgment he shall deem necessary and proper, from lands belonging to either of the Five Civilized Tribes of Indians, and to fix the full value thereof to be paid therefor and collect the same for the benefit of said tribes; and every person who unlawfully cuts, or aids or is employed in unlawfully cutting, or wantonly destroys, or procures to be wantonly destroyed, any timber standing upon the land of either of said tribes, or sells or transports any of such timber or stone outside of the Indian Territory, contrary to the regulations prescribed by the Secretary, shall pay a fine of not more than five hundred dollars or be imprisoned not more than twelve months, or both, in the discretion of the court trying the same. (31 Stat., 660.)

Approved, June 6, 1900.

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FORM OF APPLICATION.

——— ———,
———, 1900.

I hereby apply for permission to enter into a contract with the United States Indian agent at Muskogee, Indian Territory, for the purchase of ([a]) ——— located on the ([b]) ———.

Such timber or stone is to used at ———.

I consider that the timber is worth on the stump the following prices, to wit: ———, and that the stone is worth the following price per cubic yard, to wit: ———.

I base my opinion as to the value above stated upon the following facts: ([c]) ———.

Subscribed and sworn to before me, ——— ———, this ——— day of ———, 19—.

——— ———,
———.

---

[a] Insert amount, kind, and character of timber or stone, or both, desired.
[b] Insert description of land.
[c] State distance from place where material is to be procured to place where it is to be used, cost of transportation, etc., market price of material where it is to be used, and any other facts which may be of aid in arriving at a conclusion.

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——— ——— and ——— ———, being by me first duly sworn, upon their oaths state, each for himself, that he is well acquainted with the land above described and with the quantity and quality of the timber and stone thereon, and with the place or places where it is proposed to use the above-mentioned material, and also with the values and prices of stone and timber in the vicinity of the place from which it is proposed to take and where it is proposed to use such material, and with the cost of removing and transporting timber and stone, and with all the facts stated by the applicant above named, and knows that the facts stated by him are true and correct in every particular.

——— ———.

——— ———.

Subscribed and sworn to before me, a ——— for the ———, at my office in ———, this ——— day of ———, ———.

——— ———,

———.

———

FORM OF INDIAN TERRITORY TIMBER AND STONE CONTRACT.

——— *Nation.*

(Write all names and addresses in full.)

This agreement, made and entered into in quadruplicate at the Union Agency, Muskogee, Indian Territory, this ——— day of ———, 19—, by and between ——— ———, United States Indian agent for the Union Agency, party of the first part, and ——— ———, of ———, part— of the second part, under and in pursuance of the provisions of the act of Congress approved June 6, 1900 (Public No. 174), and the rules and regulations prescribed by the Secretary of the Interior on February 14, 1901, relative to the procurement of timber and stone from any of the lands belonging to any of the Five Civilized Tribes, and the timber or stone procured under the provisions of this contract and the rules and regulations heretofore or that may hereafter be prescribed by the Secretary of the Interior:

Witnesseth, that the said party of the first part agrees to sell to said part— of the second part timber or stone of the kind or kinds hereinafter specified, standing, fallen, lying, or being on lands within the limits of the ——— Nation, which said lands are described as follows, to wit: The ——— of section ———, of township ([a]) ———, of range ([b]) ———, of the Indian meridian, and containing ——— acres, more or less.

The part— of the second part agree— to cut and remove the timber or quarry and remove the stone hereinafter mentioned from within the above-described limits, and agree— to employ Indian labor in the cutting and removal of the timber and the quarrying and removal of the stone in preference to other labor on equal terms, whenever suitable Indian labor can be obtained.

For and in consideration of the foregoing, the said part— of the second part also agree— to pay to the United States Indian agent for the Union Agency, for the benefit of the ——— tribe of Indians, for all such timber cut and stone quarried on said described lands, at the following rates, to wit:

MERCHANTABLE SAW TIMBER, I. E., TIMBER CAPABLE OF BEING MANUFACTURED INTO LUMBER, AS FOLLOWS:

For walnut timber, ——— per thousand feet; for cypress timber, ——— per thousand feet; for ash timber, ——— per thousand feet; for oak timber, ——— per thousand feet; for pine timber, ——— per thousand feet; for cottonwood timber, ——— per thousand feet, and for ——— timber,——— per thousand feet.

TELEGRAPH POLES.

Cedar, four to five inch top, eight to ten inch bottom, ——— feet long, ——— cents each.

Cedar, six-inch top, twelve-inch bottom, ——— feet long, ——— cents each.

Cedar, ——— inch top, ——— inch bottom, ——— feet long, ——— cents each.

Oak, four to five inch top, eight to ten inch bottom, ——— feet long, ——— cents each.

Oak, six-inch top, twelve-inch bottom, ——— feet long, ——— cents each.

Oak, ——— inch top, ——— inch bottom, ——— feet long, ——— cents each.

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[a] State whether north or south. [b] State whether east or west.

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PILING.

Cedar, ——— cents per foot; oak, ——— cents per foot, running measure.

RAILROAD CROSS-TIES (BRIDGE, HEWN, OR SAWED).

Oak (post, burr, white, red, and black), ——— cents each.
Pine, ——— cents each.
Cedar, bois d'arc, walnut, mulberry, sassafrass, and red or slippery elm, ——— cents each.
Black locust and coffee bean, ——— cents each.

RAILROAD SWITCH TIES.

Oak (post, white, burr, red, and black), ——— cents each.
Pine, ——— cents each.

FENCE POSTS.

——— cents each.

CORD WOOD.

——— dollar— per cord.

STONE.

——— dollar— per cubic yard.

It is agreed that full payment shall be made for said timber or stone before any of it is removed from the land hereinbefore described, and title to said timber or stone shall not vest in the part— of the second part until full payment shall have been made therefor.

It is further agreed that said timber shall be cut and removed and that said stone shall be quarried and removed from said land as soon as practicable after the date of this contract, so that no depreciation in value or waste may accrue to said party of the first part by reason of unnecessary delay in the removal of said timber or stone, provided that the terms of this contract shall not extend beyond the period of one year from the date hereof, and the timber or stone procured under this contract may be used within the limits of the Indian Territory only for "domestic and industrial purposes, including the construction, maintenance, and repair of railroads and other highways."

It is further understood and agreed by the part— of the second part that this agreement is void and of no effect unless approved by the Secretary of the Interior.

The part— of the second part further agree— that this agreement shall in all respects be subject to the rules and regulations heretofore or that may hereafter be prescribed under the said act of June 6, 1900, by the Secretary of the Interior relative to the procurement of timber and stone from any of the lands belonging to any of the Five Civilized Tribes, and to pay to the United States Indian agent for the Union Agency the full value of the timber or stone hereinbefore mentioned, in accordance with the provisions hereof.

The part— of the second part ——— firmly bound for the faithful compliance with the stipulations of this agreement by and under the bond made and executed by the part— of the second part as principal— and ——— ———, as sure—, entered into the ——— day of ———, and which is on file in the office of the Commissioner of Indian Affairs.

In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

Witnesses: (a)

——— ———
——— ——— } As to ——— ———, [SEAL.] (b)
*U. S. Indian Agent.*

——— ———
——— ——— } As to ——— ———. [SEAL.]

——— ———
——— ——— } As to ——— ———. [SEAL.]

——— ———
——— ——— } As to ——— ———. [SEAL.]

a Two witnesses to each signature, including signature of agent.
b Stamps are required by the act of June 13, 1898. Party of second part must furnish stamps.

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[Indorsements on contract.]

No. ——.

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

—— AGREEMENT.

—— ——, U. S. Indian Agent,
WITH
—— ——, of ——.

Sec. ——, Tp. ——, Range ——, in the —— Nation, Indian Territory.
Dated ——, 19—.
Expires ——, 19—.

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,
MUSKOGEE, I. T., ——, 19—.

Respectfully forwarded to the Commissioner of Indian Affairs for consideration with my report of even date.

—— ——,
*U. S. Indian Agent.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
WASHINGTON, D. C., ——, 19—.

Respectfully submitted to the Secretary of the Interior with favorable recommendation.

—— ——,
*Commissioner.*

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C., ——, 19—.

Approved:

—— ——,
*Secretary of the Interior.*

FORM OF BOND.

Know all men by these presents, That we ([a]) —— ——, of ——, as principals, and —— ——, of ——, and —— ——, of ——, as sureties, are held and firmly bound unto the United States of America in the sum of —— dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the —— day of ——, 19—.

The condition of this obligation is such, That whereas the above-bounden —— ——, as principal—, —— entered into a certain agreement dated ——, 19—, with the United States Indian agent for the Union Agency, for the purchase of ——, to be procured from ([b]) the ——, said —— to be used in the Indian Territory only for "domestic and industrial purposes, including the construction, maintenance. and repair of railroads and other highways."

Now, if the above-bounden —— —— shall faithfully carry out and observe all the obligations assumed in said agreement by —— ——, and shall observe all the laws of the United States and regulations made or which shall be made thereunder for the government of trade and intercourse with the Indian tribes, and the rules and regulations that have been or may be prescribed by the Secretary of the Interior under the act of Congress approved June 6, 1900 (Public—No. 174), relative to the procurement of timber and stone from lands belonging to any of the Five Civilized Tribes in the Indian Territory, then this obligation shall be null and void, otherwise to remain it full force and effect.

Signed and sealed in the presence of ([c])

| | | |
|---|---|---|
| —— ——. | —— ——. | [L. S.] ([d]) |
| —— ——. | —— ——. | [L. S.] |
| —— ——. | —— ——. | [L. S.] |
| —— ——. | —— ——. | [L. S.] |

[a] The Christian names and residences of principals, and of the sureties, where personal sureties are given, of whom there must be two.
[b] Give description of land.
[c] There must be at least two witnesses to all signatures, though the same two persons may witness all.
[d] A seal must be attached by some adhesive substance to the signatures of principals and sureties.

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[Indorsement on bond.]

DEPARTMENT OF THE INTERIOR.
WASHINGTON, D. C.

BOND

of ——— ———, covering the purchase of———,
in the ——— Nation, Indian Territory.
Dated ———, 19—.

Approved:

———,
*Secretary.*

## APPENDIX NO. 8.

[Extracts from Indian appropriation act for fiscal year 1902, approved March 3, 1901 (31 Stat., 1447), so far as it pertains to legislation in the Indian Territory.]

* * * To enable the Secretary of the Interior to investigate and report to Congress at its next session whether it is practicable to provide a system of taxation of personal property, occupations, franchises, and so forth, in the Indian Territory sufficient to maintain a system of free schools to all the children of the Indian Territory, five thousand dollars.

* * * That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw Nation refuses or fails to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw Nation to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created.

* * * That no act, ordinance, or resolution of the Creek or Cherokee tribes, except resolutions for adjournment, shall be of any validity until approved by the President of the United States. When such acts, ordinances, or resolutions passed by the council of either of said tribes shall be approved by the principal chief thereof, then it shall be the duty of the national secretary of said tribe to forward them to the President of the United States, duly certified and sealed, who shall, within thirty days after their reception, approve or disapprove the same. Said acts, ordinances, or resolutions, when so approved, shall be published in at least two newspapers having a bona fide circulation in the tribe to be affected thereby, and when disapproved shall be returned to the tribe enacting the same.

* * * That the Secretary of the Interior is hereby authorized and empowered to grant a right of way, in the nature of an easement, for the construction, operation, and maintenance of telephone and telegraph lines and offices for general telephone and telegraph business through any Indian reservation, through any lands held by an Indian tribe or nation in the Indian Territory, through any lands reserved for an Indian agency or Indian school, or for other purposes in connection with the Indian service, or through any lands which have been allotted in severalty to any individual Indian under any law or treaty, but which have not been conveyed to the allottee with full power of alienation, upon the terms and conditions herein expressed. No such lines shall be constructed across Indian lands, as above mentioned, until authority therefor has first been obtained from the Secretary of the Interior, and the maps of definite location of the lines shall be subject to his approval. The compensation to be paid the tribes in their tribal capacity and the individual allottees for such right of way through their lands shall be determined in such manner as the Secretary of the Interior may direct, and shall be subject to his final approval; and where such lines are not subject to State or Territorial taxation the company or owner of the line shall pay to the Secretary of the Interior, for the use and benefit of the Indians, such annual tax as he may designate, not exceeding five dollars for each ten miles of line so constructed and maintained, and all such lines shall be constructed and maintained under such rules and regulations as said Secretary may prescribe; but nothing herein contained shall be so construed as to exempt the owners of such lines from the pay-

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ment of any tax that may be lawfully assessed against them by either State, Territorial, or municipal authority; and Congress hereby expressly reserves the right to regulate the tolls or charges for the transmission of messages over any lines constructed under the provisions of this act: *Provided*, That incorporated cities and towns into or through which such telephone or telegraphic lines may be constructed shall have the power to regulate the manner of construction therein, and nothing herein contained shall be so construed as to deny the right of municipal taxation in such towns and cities.

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## APPENDIX NO. 9.

REGULATIONS OF THE DEPARTMENT OF THE INTERIOR UNDER SECTION 3 OF THE ACT OF MARCH 3, 1901, CONCERNING RIGHT OF WAY FOR A TELEPHONE AND TELEGRAPH LINE THROUGH ANY LANDS HELD BY AN INDIAN TRIBE OR NATION IN THE INDIAN TERRITORY, THROUGH ANY LANDS RESERVED FOR AN INDIAN AGENCY OR INDIAN SCHOOL OR FOR OTHER PURPOSE IN CONNECTION WITH THE INDIAN SERVICE, OR THROUGH ANY LANDS WHICH HAVE BEEN ALLOTTED IN SEVERALTY.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
*Washington, D. C., March 15, 1901.*

The following regulations are prescribed under section 3 of the act of March 3, 1901 (Public—No. 137), granting right of way for a telephone and telegraph line through any Indian reservation, through any lands held by an Indian tribe or nation in the Indian Territory, lands reserved for an Indian agency or Indian school or for other purpose in connection with the Indian Service, or allotted lands:

1. Section 3 of the act of Congress approved March 3, 1901, entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and two, and for other purposes," is as follows:

SEC. 3. That the Secretary of the Interior is hereby authorized and empowered to grant a right of way, in the nature of an easement, for the construction, operation, and maintenance of telephone and telegraph lines and offices for general telephone and telegraph business through any Indian reservation, through any lands held by an Indian tribe or nation in the Indian Territory, through any lands reserved for an Indian agency or Indian school or for other purpose in connection with the Indian Service, or through any lands which have been allotted in severalty to any individual Indian under any law or treaty, but which have not been conveyed to the allottee with full power of alienation, upon the terms and conditions herein expressed. No such lines shall be constructed across Indian lands, as above mentioned, until authority therefor has first been obtained from the Secretary of the Interior, and the maps of definite location of the lines shall be subject to his approval. The compensation to be paid the tribes in their tribal capacity and the individual allottees for such right of way through their lands shall be determined in such manner as the Secretary of the Interior may direct, and shall be subject to his final approval; and where such lines are not subject to State or Territorial taxation the company or owner of the line shall pay to the Secretary of the Interior, for the use and benefit of the Indians, such annual tax as he may designate, not exceeding five dollars for each ten miles of line so constructed and maintained; and all such lines shall be constructed and maintained under such rules and regulations as said Secretary may prescribe. But nothing herein contained shall be so construed as to exempt the owners of such lines from the payment of any tax that may be lawfully assessed against them by either State, Territorial, or municipal authority; and Congress hereby expressly reserves the right to regulate the tolls or charges for the transmission of messages over any lines constructed under the provisions of this act: *Provided*, That incorporated cities and towns into or through which such telephone or telegraphic lines may be constructed shall have the power to regulate the manner of construction therein, and nothing herein contained shall be so construed as to deny the right of municipal taxation in such towns and cities. * * *

2. No company or individual is authorized to construct a telephone or telegraph line across Indian lands as mentioned in the foregoing section of the act of March 3, 1901, until authority therefor has first been obtained from the Secretary of the Interior.

3. Any company or individual desiring to obtain such permission must file an application therefor in this office, for transmission to the Secretary of the Interior. Such application should, in as particular a manner as possible, describe the route of the proposed telephone or telegraph line within the lands named in the above section and must be accompanied, in the case of a company or corporation, by—

First. A copy of its articles of incorporation, duly certified to by the proper officer of the company under its corporate seal, or by the secretary of the State or Territory where organized.

Second. A copy of the State or Territorial law under which the company was organized, with the certificate of the governor or secretary of the State or Territory that the same is the existing law.

Third. When said law directs that the articles of association or other papers connected with the organization be filed with any State or Territorial officer, the cer-

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tificate of such officer that the same have been filed according to law, with the date of the filing thereof.

Fourth. When a company is operating in a State or Territory other than that in which it is incorporated, the certificate of the proper officers of the State or Territory is required that it has complied with the laws of that State or Territory governing foreign corporations to the extent required to entitle the company to operate in such State or Territory.

Fifth. The official statement, under seal of the proper officer, that the organization has been completed; that the company is fully authorized to proceed with the construction of the line of telephone or telegraph according to the existing law. (Form 1.)

Sixth. An affidavit by the president, under the seal of the company, showing the names and designations of its officers at the date of the filing of the proofs. (Form 2.)

Seventh. Satisfactory evidence of the good faith of the company and its financial ability in the matter of the construction of the proposed line.

4. It is further provided in said section that maps of definite location of the lines shall be subject to the approval of the Secretary of the Interior.

5. All maps of location presented for approval under said section 3 should be filed with this office, and should be drawn on tracing linen and in duplicate.

6. Where the proposed line is greatly in excess of 20 miles, separate maps should be filed in 20-mile sections.

7. Where grounds are required for office purposes, the exact location of the same should be noted upon the maps of location, but separate plats of such grounds must be filed and approved.

8. The scale of maps showing the line of route should be 2,000 feet to an inch. The maps may, however, be drawn to a larger scale when necessary; but the scale must not be so greatly increased as to make the map inconveniently large for handling. Plats of grounds required for office purposes should be drawn on a scale of 50 feet to an inch, and must be filed separately from the line of route. Such plats should show enough of the line of route to indicate the position of the tract with reference thereto.

9. The termini of the line of route should be fixed by reference of course and distance to the nearest existing corner of the public survey. The map, engineer's affidavit, and president's certificate (Forms 3 and 4) should each show these conditions. A tract for grounds for office purposes must be similarly referenced and described on the plat.

10. In filing maps of location for approval under said section 3, the same should be accompanied by the affidavit of the president or other principal officer of the company, defining the purpose, intent, and financial ability of the company in the matter of the construction of the proposed line. Further, each map should be accompanied by evidence of the service of an exact copy thereof, and the date of such service upon (1) in case of allottees, or in case of a reservation, the agent in charge; (2) in case of the Five Civilized Tribes, upon the principal chief or secretary of such tribe or nation.

11. No action will be taken upon such map until the expiration of twenty days from the date of such service.

12. A company will not be permitted to proceed with the construction of any portion of its line until the map showing the location thereof has first been approved by the Secretary of the Interior.

13. When a line of telephone or telegraph is constructed, an affidavit of the presinent setting forth the fact must be filed in this office in duplicate. If a change from the route indicated upon the approved map of location is found to be necessary, on account of engineering difficulties or otherwise, new maps and field notes of the changed route must be filed and approved, and a right of way upon such changed lines must be acquired, damages ascertained, and compensation paid on account thereof, in all respects as in the case of the original location, before construction can be proceeded with upon such changed line.

14. Upon the approval of the map of definite location specific directions will be given in the matter of the acquirement of the right of way and determination of damages occasioned by the construction of the line.

15. The conditions on different reservations throughout the country are so varied that it is deemed inadvisable to prescribe definite rules in the matter of determining the tribal compensation and damages for right of way. As a rule, however, the United States Indian agent, or a special United States Indian agent, or Indian inspector will be designated to determine such compensation and damages, subject to the approval of the Secretary of the Interior.

16. Telephone and telegraph companies should not independently attempt to



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negotiate with the individual occupants and allottees for right of way and damages. When the lands are not attached to an agency, some proper person will be designated to act with the allottee in determining the individual damages. Where such lands are attached to an Indian agency, the United States Indian agent or other proper person connected with the Indian service will be designated to act with and for the allottees or occupants in the matter of determining individual damages for right of way, subject to the approval of the Secretary of the Interior.

17. No company having secured a right of way under the provisions of this section will be permitted to lease or enter into any arrangements with any other company or individual for the use of any poles or fixtures erected and maintained by virtue of authority granted under this section without first obtaining the consent of the Secretary of the Interior.

18. The foregoing regulations shall be observed, so far as applicable, by any individual seeking to procure a right of way for the construction of telephone and telegraph lines under the provisions of this section, and particularly as to the purpose, intent, and financial ability of the applicant.

19. If in the administration of said section cases are found which are not covered by these regulations, such cases will be disposed of according to their respective merits under special instructions, or supplemental regulations embracing cases of that character will be adopted as may seem necessary.

Very respectfully,

W. A. JONES,
*Commissioner.*

DEPARTMENT OF THE INTERIOR, *March 26, 1901.*

Approved.

E. A. HITCHCOCK, *Secretary.*

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*Forms for proof of organization of company and verification of maps of location.*

(1)

I, ——— ———, secretary (or president) of the ——— company, do herby certify that the organization of said company has been completed; that the company is fully authorized to proceed with the construction of the line according to the existing laws of the State (or Territory), and that the copy of the articles of association (or incorporation) of the company herewith (or heretofore filed in the Department of the Interior) is a true and correct copy.

In witness whereof I have hereunto set my name and the corporate seal of the company.

[SEAL.]

——— ———,
——— *of the* ——— *Company.*

(2)

State of ———,
*County of* ———, *ss:*

——— ———, being duly sworn, says that he is the president of the ——— company, and that the following is a true list of the officers of the said company, with the full name and official designation of each, to wit: (Here insert the full name and official designation of each officer.)

[SEAL OF COMPANY.]

——— ———,
*President of the Company.*

(3)

State of ———,
*County of* ———, *ss:*

——— ———, being duly sworn, says he is the chief engineer of (or is the person employed to locate) the line of telephone and telegraph of the ——— company; that the location of the line of route of said lines from ——— to ———, a distance of ——— miles, was made by him or under his direction as surveyor employed by the company and under its authority, commencing on the —— day of ———, 19—, and ending on the —— day of ———, 19—; and that such survey is accurately represented on the accompanying map.

——— ———,
——— ———.

Sworn and subscribed to before me this —— day of ———, 19—.

[SEAL.]

——— ———,
*Notary Public.*

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(4)

I, ——— ———, do hereby certify that I am the president of the ——— company; that ——— ———, who subscribed the foregoing affidavit, was employed to make the survey by the said company; that the survey of line of route of the company's lines, as accurately represented on the accompanying map, was made under authority of the company; that the said line of route so surveyed and as represented on the said map was adopted by the company by resolution of its board of directors on the —— day of ———, 19—, as the definite location of the telephone and telegraph line from ——— to ———, a distance of ——— miles; and that the map has been prepared to be filed for the approval of the Secretary of the Interior, in order that the company may obtain the benefits of the third section of the act of Congress approved March 3, 1901 (Public—No. 137), entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and two, and for other purposes."

——— ———,
*President of the ——— Company.*

Attest:

——— ———,
*Secretary.*

[SEAL OF THE COMPANY.]

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ADDENDA.

[Regulations, March 26, 1901.]

*Regulations concerning the establishment or maintenance of local telephone exchanges in incorporated cities and towns in the Indian Territory, under section 3 of the act of March 3, 1901.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
*November 6, 1901.*

No company or individual is authorized to establish or maintain a local telephone exchange in any incorporated city or town in the Indian Territory, under the provisions of the act of March 3, 1901, until authority therefor has first been obtained from the Secretary of the Interior.

Any company or individual desiring to obtain such permission must file an application therefor in this office, for transmission to the Secretary of the Interior. Such application should, in as particular a manner as possible, outline the general plan of the proposed system and must be accompanied, in the case of a company or corporation, by the showing required in subdivisions 1 to 7, both inclusive, of paragraph 3 of the regulations of March 26, 1901. If this showing has been made in connection with an application for a long-distance or other telephone line, a reference to the previous application will be sufficient.

This office, before transmitting such application to the Secretary of the Interior, will obtain an expression of the views of the city or town authorities upon the general plan of the proposed exchange.

The general outline of the plan should be submitted in duplicate.

The foregoing regulations shall be observed, so far as applicable, by any individual seeking to procure permission to establish or maintain a telephone exchange in any incorporated city or town in the Indian Territory, and particularly as to the purpose, intent, and financial ability of the applicant.

W. A. JONES,
*Commissioner.*

DEPARTMENT OF THE INTERIOR,
*Washington, November 9, 1901.*

Approved:

E. A. HITCHCOCK,
*Secretary.*

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## APPENDIX NO. 10.

[Extracts from Indian appropriation act for fiscal year 1903, approved May 27, 1902 (32 Stat., 245), showing legislation pertaining to the Indian Territory.]

INDIAN TERRITORY: For general incidental expenses of the Indian service in the Indian Territory, including incidental expenses of the Indian inspector's office and for pay of employees, eighteen thousand dollars.

* * * For salaries of four commissioners appointed under acts of Congress, approved March third, eighteen hundred and ninety-three, and March second, eighteen hundred and ninety-five, to negotiate with the Five Civilized Tribes in the Indian Territory, twenty thousand dollars: *Provided*, That said commission shall exercise all the powers heretofore conferred upon it by Congress: *Provided further*, That all children born to duly enrolled and recognized citizens of the Creek Nation up to and including the twenty-fifth day of May, nineteen hundred and one, and then living, shall be added to the rolls of citizenship of said nation made under the provisions of an act entitled "An act to ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes," approved March first, nineteen hundred and one, and if any such child has died since the twenty-fifth day of May, nineteen hundred and one, or may hereafter die, before receiving his allotment of land and distributive share of the funds of the tribe, the lands and moneys to which he would be entitled if living shall descend to his heirs and be allotted and distributed to them accordingly: *And provided further*, That the act entitled "An act to ratify and confirm an agreement with the Muscogee or Creek tribe of Indians, and for other purposes," approved March first, nineteen hundred and one, in so far as it provides for descent and distribution according to the laws of the Creek Nation, is hereby repealed and the descent and distribution of lands and moneys provided for in said act shall be in accordance with the provisions of chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas in force in Indian Territory.

For expenses of commissioners and necessary expenses of employees, and three dollars per diem for expenses of a clerk detailed as special disbursing agent by the Interior Department while on duty with the Commission, shall be paid therefrom; for clerical help, including secretary of the Commission and interpreters (act of March third, nineteen hundred and one, volume thirty-one, page one thousand and seventy-four, section one), ninety-three thousand dollars; contingent expenses of the Commission (same act), two thousand dollars: *Provided further*, That this appropriation may be used by said Commission in the prosecution of all work to be done by or under its direction as required by law; and said commissioners shall at once make an itemized statement to the Secretary of the Interior of all their expenditures up to January first, nineteen hundred and one, and annually thereafter: *And provided further*, That not to exceed ten thousand four hundred dollars of the above amount may be used in the temporary employment in the office of the Commissioner of Indian Affairs of three clerks, at the rate of one thousand six hundred dollars per annum; one clerk, at the rate of one thousand four hundred dollars, and one clerk at the rate of one thousand two hundred dollars, who shall be competent to examine records in disputed citizenship cases and law contests growing out of the work of said Commission, and in the temporary employment in said office of three competent stenographers, at the rate of one thousand dollars each per annum.

To pay all expenses incident to the survey, platting, and appraisement of town sites in the Choctaw, Chickasaw, Creek, and Cherokee nations, Indian Territory, as required by sections fifteen and twenty-nine of an act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, and all acts amendatory thereof or supplemental thereto, fifty thousand dollars: *Provided*, That hereafter the Secretary of the Interior may, whenever the chief executive of the Choctaw or Chickasaw nations fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw nations to qualify or act, in his discretion, appoint a commissioner to fill the vacancy thus created: *Provided further*, That the limits of such towns in the Cherokee, Choctaw, and Chickasaw nations having a population of less than two hundred people, as in the judgment of the Secretary of the Interior should be established, shall be defined as early as practicable by the Secretary of the Interior in the same manner as provided for towns having over two hundred people under existing law, and the same shall not be subject to allotment. That the land so segregated and reserved from allotment shall be disposed of in such manner as the Secretary of the Interior may direct by a town-site commission, one member to be appointed by the Secretary of the Interior and one by the executive of the nation in which such land is located; proceeds aris-

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ing from the disposition of such lands to be applied in like manner as the proceeds of other lands in town sites.

For the purpose of removing intruders and placing allottees in unrestricted possession of their allotments, to be expended under the direction of the Secretary of the Interior and to be immediately available, fifteen thousand dollars; in all, one hundred and sixty thousand dollars: *Provided, however*, That it shall hereafter be unlawful to remove or deport any person from the Indian Territory who is in lawful possession of any lots or parcels of land in any town or city in the Indian Territory which has been designated as a town site under existing laws and treaties, and no part of this appropriation shall be used for the deportation or removal of any such person from the Indian Territory: *Provided*, That the just and reasonable share of each member of the Chickasaw, Choctaw, Creek, and Cherokee nations of Indians, in the lands belonging to the said tribes, which each member is entitled to hold in his possession until allotments are made, as provided in the act entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June twenty-eighth, eighteen hundred and ninety-eight, be, and the same is hereby, declared to be three hundred and twenty acres for each member of the Chickasaw Nation, three hundred and twenty acres for each member of the Choctaw Nation, one hundred and sixty acres for each member of the Creek Nation, and one hundred acres for each member of the Cherokee Nation. * * *

SEC. 8. That the part of the northern district of the Indian Territory consisting of the Creek country, the Seminole country, and all that portion of the Cherokee and Choctaw nations included in the following-described boundaries, to wit: Commencing at the northeast corner of the Creek Nation and running east on the line between townships nineteen and twenty, to its intersection with the dividing line between ranges twenty and twenty-one east, thence south on said line to its intersection with the Arkansas River, thence down the Arkansas River to its intersection with the Canadian River, thence up the Canadian River to its intersection with the dividing line between ranges twenty and twenty-one east, thence south to the intersecting line between townships seven and eight, thence west on the intersecting line between townships seven and eight to the Creek Nation, be, and the same is hereby, made the western district in said Territory, and the places of holding courts in said western district shall be Muscogee, Wagoner, Sapulpa, Wewoka, Eufaula, and Okmulgee. The judge appointed under the act entitled "An act making appropriations for the current and contingent expenses of the Indian Department, and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, eighteen hundred and ninety-eight, and for other purposes," approved June seventh, eighteen hundred and ninety-seven, shall be the judge of said western district, and he is hereby authorized to appoint a clerk who shall reside and keep his office at one of the places of holding court in said western district. That each of the three commissioners with headquarters at Muscogee, Eufaula, and Wewoka, respectively, shall be United States commissioners for said western district for a period of four years from the date of their appointment and until their respective successors shall be appointed and qualified, and the two constables now in office whose headquarters are at Muscogee and Eufaula, respectively, shall be constables in said western district until their successors shall be appointed and qualified; and said judge may appoint a constable for the commissioner at Wewoka, and the said judge may appoint an additional commissioner to be located at Checotah, and an additional constable for said commissioner's court. Each of the United States commissioners and each of the four constables now located in the northern district as constituted by this act shall continue to be United States commissioners and constables, respectively, for said district until their successors shall be appointed and qualified. That the clerk's office at Vinita shall also be the recorder's office for the northern district, except that the clerk's office at Miami shall continue to be the recording office for the Quapaw Indian Agency, as now provided by law. The United States marshal of the present northern district shall be marshal of the western district, and there shall be appointed by the President, by and with the advice and consent of the Senate, a district attorney for said western district and a United States marshal for the northern district. The said officers shall be appointed and shall hold office for the period of four years, and shall receive the same salary and fees and discharge like duties as other similar officers in said Territory. The cases now pending in that part of the northern district which is hereby made the western district shall be tried the same as if brought in said western district. Terms of court shall continue to be held within the territory remaining in said northern district at the places now provided by law for the holding of courts therein, and in addition thereto at the towns of Sallisaw, Claremore, Nowata, and Pryor Creek, in the Cherokee country. All laws now applicable to the existing judicial districts in the Indian Territory, and to attor-

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neys, marshals, clerks, and their assistants or deputies therein, not inconsistent herewith, are hereby made applicable to the western district. In addition to the places now provided by law for holding courts in the southern and central districts, courts in the southern district shall also be held at Tishomingo and Ada, and in the central district at Durant. The United States judge for the central district of the Indian Territory, after the approval of this act, may appoint a constable for the commissioner located at Durant.

To enable the Attorney-General to carry out the provisions of the act approved July seventh, eighteen hundred and ninety-eight, for the erection of three jails in the Indian Territory, and also to erect one additional United States jail in said Territory, forty thousand dollars is hereby appropriated, to be expended under the direction of the Attorney-General, to be immediately available, and to remain available until expended. And the Attorney-General is hereby authorized and directed to cause to be erected a United States jail at each of the three places already formally designated by him, namely, at Muscogee in the western district, at South McAlester in the central district, and at Ardmore in the southern district, and one additional United States jail at Vinita in the northern district, at a total cost not exceeding one hundred thousand dollars.

That for the purpose of acquiring sites for United States jails as provided herein in the Indian Territory, there shall be appointed by the judge of the United States court in the district where such land is situated, on application of the United States by petition describing the land sought to be condemned, three disinterested referees, who shall determine the compensation and damage to be paid any owner, occupant, tribe, or nation by reason of the appropriation and condemnation of such land for the use and benefit of the United States for a jail at any of the places hereinbefore mentioned. Such referees, before entering upon the duties of their appointment, shall each take and subscribe before the clerk of the said United States court an oath that he will faithfully and impartially discharge the duties of his appointment, which oaths, duly certified, shall be returned with the award of the referees to the clerk of the court by which they were appointed. Before such referees shall proceed with the assessment of damages for any lands sought to be condemned under this act, ten days' personal notice of said hearing shall be given to all persons interested, and service may be had upon each tribe or nation in which said land may be located by service upon the principal chief thereof, and in case personal service can not be had upon any person interested, twenty days' notice of the time when the same shall be condemned shall be given, by publication in some newspaper in general circulation nearest said property in the district where said land is situated.

If the referees can not agree, then any two of them are authorized to and shall make the award. Any party to the proceedings who is dissatisfied with the award of the referees shall have the right, within ten days after the filing of the award in the court by which said referees were appointed, to appeal by original petition to the United States court sitting at the place nearest and most convenient to the property sought to be taken, where the question of the damages occasioned by the taking of the land in controversy shall be tried de novo, and the judgment rendered by the court shall be final and conclusive. And upon the payment into court of the amount or amounts awarded as damages fee simple title to said tract of land shall vest in the United States. If such appeal is not taken as hereinbefore set forth, the award shall be conclusive and final, and shall have the same force and effect as a judgment of a court of competent jurisdiction, and upon the payment of the sum or sums so found due into the court a fee simple title to said land shall vest in the United States.

Each of said referees shall receive for his compensation the sum of five dollars per day while actually engaged in the appraisement of the property and the hearing of any matter submitted to them under this act.

That if any party or person other than the United States shall appeal from any award, and the judgment of the court does not award such appealing party or person more than the referees awarded, all costs occasioned by such appeal shall be paid by such appealing party or person. It shall be the duty of the United States court in each district to promptly hear and determine the rights of all parties if any appeal shall be taken under this act.

Approved, May 27, 1902.

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## APPENDIX NO. 11.

[PUBLIC—No. 26.]

AN ACT To grant the right of way through the Oklahoma Territory and the Indian Territory to the Enid and Anadarko Railway Company, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Enid and Anadarko Railway Company, a corporation created under and by virtue of the laws of the Territory of Oklahoma, be, and the same is hereby, invested and empowered with the right of locating, constructing, owning, equipping, operating, using, and maintaining a railway and telegraph and telephone line through the Territory of Oklahoma and the Indian Territory, beginning at a point on its railway between Anadarko and Watonga, in the Territory of Oklahoma; thence in an easterly direction by the most practicable route to a point on the eastern boundary of the Indian Territory near Fort Smith, in the State of Arkansas, together with such branch lines to be built from any point on the line above described to any other point in the Indian Territory as said railway company may at any time hereafter decide to construct, with the right to construct, use, and maintain such tracks, turn-outs, sidings, and extensions as said company may deem it to its interest to construct along and upon the right of way and depot grounds hereby granted.

SEC. 2. That said corporation is authorized to take and use for all purposes of a railway, and for no other purpose, a right of way one hundred feet in width through said Oklahoma Territory and said Indian Territory, and to take and use a strip of land two hundred feet in width, with a length of two thousand feet, in addition to right of way, for stations, for every eight miles of road, with the right to use such additional ground where there are heavy cuts or fills as may be necessary for the construction and maintenance of the roadbed, not exceeding one hundred feet in width on each side of said right of way, or as much thereof as may be included in said cut or fill: *Provided*, That no more than said addition of land shall be taken for any one station: *Provided further*, That no part of the lands herein authorized to be taken shall be leased or sold by the company, and they shall not be used except in such manner and for such purposes only as shall be necessary for the construction and convenient operation of said railway, telegraph, and telephone lines; and when any portion thereof shall cease to be so used such portion shall revert to the nation or tribe of Indians from which the same shall have been taken.

SEC. 3. That before said railway shall be constructed through any lands held by individual occupants according to the laws, customs, and usages of any of the Indian nations or tribes through which it may be constructed, full compensation shall be made to such occupants for all property to be taken or damage done by reason of the construction of such railway. In case of failure to make amicable settlement with any occupant, such compensation shall be determined by the appraisement of three disinterested referees, to be appointed, one (who shall act as chairman) by the Secretary of the Interior, one by the chief of the nation to which said occupant belongs, and one by said railway company, who, before entering upon the duties of their appointment, shall take and subscribe, before a district judge, clerk of a district court, or United States commissioner, an oath that they will faithfully and impartially discharge the duties of their appointment, which oath, duly certified, shall be returned with their award to, and filed with, the Secretary of the Interior within sixty days from the completion thereof; and a majority of said referees shall be competent to act in case of the absence of a member after due notice. And upon the failure of either party to make such appointment within thirty days after the appointment made by the Secretary of the Interior, the vacancy shall be filled by a judge of the United States court for the Indian Territory upon the application of the other party. The chairman of said board shall appoint the time and place for all hearings within the nation to which such occupant belongs. Each of said referees shall receive for his services the sum of four dollars per day for each day they are engaged in the trial of any case submitted to them under this act, with mileage at five cents per mile. Witnesses shall receive the usual fees allowed by the courts of said nations. Costs, including compensation of the referees, shall be made a part of the award, and be paid by such railway company. In case the referees can not agree, then any two of them are authorized to make the award. Either party being dissatisfied with the finding of the referees shall have the right, within ninety days after the making of the award and notice of the same, to appeal by original petition to the United States court for the Indian Territory, which court shall have jurisdiction to hear and determine the subject-

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matter of said petition, according to the laws of the Territory in which the same shall be heard provided for determining the damage when property is taken for railroad purposes. If upon the hearing of said appeal the judgment of the court shall be for a larger sum than the award of the referees, the cost of said appeal shall be adjudged against the railway company. If the judgment of the court shall be for the same sum as the award of the referees, then the costs shall be adjudged against the appellant. If the judgment of the court shall be for a smaller sum than the award of the referees, then the costs shall be adjudged against the party claiming damages. When proceedings have been commenced in court, the railway company shall pay double the amount of the award into court to abide the judgment thereof, and then have the right to enter upon the property sought to be condemned and proceed with the construction of the railway.

SEC. 4. That said railway company shall not charge the inhabitants of said Territory a greater rate of freight than the rate authorized by the laws of the Territory of Oklahoma for services or transportation of the same kind: *Provided*, That passenger rates on said railway shall not exceed three cents per mile. Congress hereby reserves the right to regulate the charges for freight and passengers on said railway and messages on said telegraph and telephone lines until a State government or governments shall exist in said Territory within the limits of which said railway, or a part thereof, shall be located; and then such State government or governments shall be authorized to fix and regulate the cost of transportation of persons and freights within their respective limits by said railway; but Congress expressly reserves the right to fix and regulate at all times the cost of such transportation by said railway or said company whenever such transportation shall extend from one State into another or shall extend into more than one State: *Provided, however*, That the rate of such transportation of passengers, local or interstate, shall not exceed the rate above expressed: *And provided further*, That said railway company shall carry the mail at such prices as Congress may by law provide; and until such rate is fixed by law the Postmaster-General may fix the rate of compensation.

SEC. 5. That said railway company shall pay to the Secretary of the Interior, for the benefit of the particular nations or tribes through whose lands said main line and branches may be located, the sum of fifty dollars, in addition to compensation provided for in this act for property taken and damages done to individual occupants by the construction of the railway, for each mile of railway that it may construct in said Territory, said payments to be made in installments of five hundred dollars as each ten miles of road is graded: *Provided*, That if the general council of said nations or tribes through whose lands said railway may be located or the principal executive officer of the tribe if the general council be not in session shall, within four months after the filing of maps of definite location, as set forth in section six of this act, dissent from the allowances provided for in this section, and shall certify the same to the Secretary of the Interior, then all compensation to be paid to such dissenting nation or tribe under the provisions of this act shall be determined as provided in section three for the determination of the compensation to be paid to the individual occupant of lands, with the right of appeal to the courts upon the same terms, conditions, and requirements as therein provided: *Provided further*, That the amount awarded or adjudged to be paid by said railway company for said dissenting nation or tribe shall be in lieu of the compensation that said nation or tribe would be entitled to receive under the foregoing provisions. Said company shall also pay, so long as said Territory is owned and occupied by the Indians in their tribal relations, to the Secretary of the Interior the sum of fifteen dollars per annum for each mile of railway it shall construct in said Territory. The money paid to the Secretary of the Interior under the provisions of this act shall be apportioned by him in accordance with the laws and treaties now in force between the United States and said nations or tribes, according to the number of miles of railway that may be constructed by said railway company through their lands: *Provided*, That Congress shall have the right, so long as said lands are occupied and possessed by said nation or tribe, to impose such additional taxes upon said railway as it may deem just and proper for their benefit; and any Territory or State hereafter formed through which said railway shall have been established may exercise the like power as to such part of said railway as may lie within its limits. Said railway company shall have the right to survey and locate its railway immediately after the passage of this act.

SEC. 6. That said company shall cause maps, showing the route of its located line through said Territory, to be filed in the office of the Secretary of the Interior, and also to be filed in the office of the principal chief of each of the nations or tribes through whose lands said railway may be located, and after the filing of said maps no claim for a subsequent settlement and improvement upon the right of way shown by said maps shall be valid as against said company: *Provided*, That when a map

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showing any portion of said railway company's located line is filed as herein provided for, said company shall commence grading said located line within six months thereafter, or such location shall be void; and said location shall be approved by the Secretary of the Interior in sections of twenty-five miles before construction of any such section shall be begun.

SEC. 7. That the officers, servants, and employees of said company necessary to the construction and management of said road shall be allowed to reside, while so engaged, upon such right of way, but subject to the provisions of the Indian intercourse laws and such rules and regulations as may be established by the Secretary of the Interior in accordance with said intercourse laws.

SEC. 8. That the United States court for the Indian Territory and such other courts as may be authorized by Congress shall have, without reference to the amount in controversy, concurrent jurisdiction over all controversies arising between the said Enid and Anadarko Railway Company and the nation and tribe through whose territory said railway shall be constructed. Said courts shall have like jurisdiction, without reference to the amount in controversy, over all controversies arising between the inhabitants of said nation or tribe and said railway company; and the civil jurisdiction of said courts is hereby extended within the limits of said Indian Territory, without distinction as to citizenship of the parties, so far as may be necessary to carry out the provisions of this act.

SEC. 9. That said railway company shall build at least one-tenth of its railway in said Territory within one year after the passage of this act, and complete its road within three years after the approval of its map of location by the Secretary of the Interior or the rights herein granted shall be forfeited as to that portion not built; that said railway company shall construct and maintain continually all road and highway crossings and necessary bridges over said railway wherever said roads and highways do now or may hereafter cross said railway's right of way, or may be by the proper authorities laid out across the same.

SEC. 10. That the said Enid and Anadarko Railway Company shall accept this right of way upon the express condition, binding upon itself, its successors and assigns, that they will neither aid, advise, nor assist in any effort looking toward the changing or extinguishing the present tenure of the Indians in their land, and will not attempt to secure from the Indian nation any further grant of land, or its occupancy, than is hereinbefore provided: *Provided*, That any violation of the condition mentioned in this section shall operate as a forfeiture of all the rights and privileges of said railway company under this act.

SEC. 11. That all mortgages executed by said railway company conveying any portion of its railway, with its franchises, that may be constructed in said Indian Territory, shall be recorded in the Department of the Interior, and the record thereof shall be evidence and notice of their execution, and shall convey all rights, franchises, and property of said company as therein expressed.

SEC. 12. That Congress may at any time amend, add to, alter, or repeal this act; and the right of way herein and hereby granted shall not be assigned or transferred in any form whatever prior to the construction and completion of the road, except as to mortgages or other liens that may be given or secured thereon to aid in the construction thereof.

SEC. 13. That the right to locate, construct, own, equip, operate, use, and maintain a railway and telegraph and telephone line or lines into, in, or through the Indian Territory, together with the right to take and condemn lands for right of way, depot grounds, terminals, and other railway purposes, in or through any lands held by any Indian tribe or nation, person, individual, or municipality in said Territory, or in or through any lands in said Territory which have been or may hereafter be allotted in severalty to any individual Indian or other person under any law or treaty, whether the same have or have not been conveyed to the allottee, with full power of alienation, is hereby granted to any railway company organized under the laws of the United States, or of any State or Territory, which shall comply with this act.

SEC. 14. That the right of way of any railway company shall not exceed one hundred feet in width except where there are heavy cuts and fills, when one hundred feet additional may be taken on each side of said right of way; but lands additional and adjacent to said right of way may be taken and condemned by any railway company for station grounds, buildings, depots, side tracks, turnouts, or other railroad purposes not exceeding two hundred feet in width by a length of two thousand feet. That additional lands not exceeding forty acres at any one place may be taken by any railway company when necessary for yards, roundhouses, turntables, machine shops, water stations, and other railroad purposes. And when necessary for a good and sufficient water supply in the operation of any railroad, any such railway company shall have the right to take and condemn additional

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lands for reservoirs for water stations, and for such purpose shall have the right to impound surface water or build dams across any creek, draw, canyon, or stream, and shall have the right to connect the same by pipe line with the railroad and take the necessary grounds for such purposes; and any railway company shall have the right to change or straighten its line, reduce its grades or curves, and locate new stations and to take the lands and right of way necessary therefor under the provisions of this act.

SEC. 15. That before any railroad shall be constructed or any lands taken or condemned for any of the purposes set forth in the preceding section, full compensation for such right of way and all land taken and all damage done or to be done by the construction of the railroad, or the taking of any lands for railroad purposes, shall be made to the individual owner, occupant, or allottee of such lands, and to the tribe or nation through or in which the same is situated: *Provided*, That correct maps of the said line of railroad in sections of twenty-five miles each, and of any lands taken under this act, shall be filed in the Department of the Interior, and shall also be filed with the United States Indian agent for Indian Territory, and with the principal chief or governor of any tribe or nation through which the lines of railroad may be located or in which said lines are situated.

In case of the failure of any railway company to make amicable settlement with any individual owner, occupant, allottee, tribe, or nation for any right of way, or lands or improvements sought to be appropriated or condemned under this act, all compensation and damages to be paid to the dissenting individual owner, occupant, allottee, tribe, or nation by reason of the appropriation and condemnation of said right of way, lands, or improvements shall be determined by the appraisement of three disinterested referees, to be appointed by the judge of the United States court, or other court of jurisdiction in the district where such lands are situated, on application of the corporation or other person or party in interest. Such referees, before entering upon the duties of their appointment, shall each take and subscribe, before competent authority, an oath that he will faithfully and impartially discharge the duties of his appointment, which oaths, duly certified, shall be returned with the award of the referees to the clerk of the court by which they were appointed. The referees shall also find in their report the names of the person and persons, tribe, or nation to whom the damages are payable and the interest of each person, tribe, or nation in the award of damages. Before such referees shall proceed with the assessment of damages for any right of way or other lands condemned under this act, twenty days' notice of the time when the same shall be condemned shall be given to all persons interested, by publication in some newspaper in general circulation nearest said property in the district where said right of way or said lands are situated, or by ten days' personal notice to each person owning or having any interest in said lands or right of way: *Provided*, That such notice to any tribe or nation may be served on the principal chief or governor of the tribe. If the referees can not agree, then any two of them are authorized to and shall make the award. Any party to the proceedings who is dissatisfied with the award of the referees shall have the right, within ten days after the making of the award, to appeal, by original petition, to the United States court, or other court of competent jurisdiction, sitting at the place nearest and most convenient to the property sought to be taken, where the question of the damages occasioned by the taking of the lands in controversy shall be tried de novo, and the judgment rendered by the court shall be final and conclusive, subject, however, to appeal as in other cases.

When the award of damages is filed with the clerk of the court by the referees, the railway company shall deposit the amount of such award with the clerk of the court, to abide the judgment thereof, and shall then have the right to enter upon and take possession of the property sought to be condemned: *Provided*, That when the said railway company is not satisfied with the award, it shall have the right, before commencing construction, to abandon any portion of said right of way and adopt a new location, subject, however, as to such new location, to all the provisions of this act. Each of the referees shall receive for his compensation the sum of four dollars per day while actually engaged in the appraisement of the property and the hearing of any matter submitted to them under this act. Witnesses shall receive the fees and mileage allowed by law to witness in courts of record within the districts where such lands are located. Costs, including compensation of the referees, shall be made part of the award or judgment and be paid by the railway company: *Provided*, That if any party or person other than the railway company shall appeal from any award, and the judgment of the court does not award such appealing party or person more than the referees awarded, all costs occasioned by such appeal shall be paid by such appealing party or person.

SEC. 16. That where a railroad is constructed under the provisions of this act there

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shall be paid by the railway company to the Secretary of the Interior, for the benefit of the particular tribe or nation through whose lands any such railroad may be constructed, an annual charge of fifteen dollars per mile for each mile of road constructed, the same to be paid so long as said lands shall be owned and occupied by such nation or tribe, which payment shall be in addition to the compensation otherwise provided herein; and the grants herein are made upon the condition that Congress hereby reserves the right to regulate the charges for freight and passengers on said railways and messages on all telegraph and telephone lines until a State government or governments shall exist in said Territory within the limits of which any railway shall be located; and then such State government or governments shall be authorized to fix and regulate the cost of transportation of persons and freights within their respective limits by such railways; but Congress expressly reserves the right to fix and regulate at all times the cost of such transportation by said railways whenever such transportation shall extend from one State into another, or shall extend into more than one State; and that the railway companies shall carry the mail at such prices as Congress may by law provide; and until such rate is fixed by law the Postmaster-General may fix the rate of compensation.

SEC. 17. That any railway company authorized to construct, own, or operate a railroad in said Territory desiring to cross or unite its tracks with any other railroad upon the grounds of such other railway company shall, after fifteen days' notice in writing to such other railroad company, make application in writing to the judge of the United States court for the district in which it is proposed to make such crossing or connection for the appointment of three disinterested referees to determine the necessity, place, manner, and time of such crossing or connection. The provisions of section three of this act with respect to the condemnation of right of way through tribal or individual lands shall, except as in this section otherwise provided, apply to proceedings to acquire the right to cross or connect with another railroad. Upon the hearing of any such application to cross or connect with any other railroad, either party or the referees may call and examine witnesses in regard to the matter, and said referees shall have the same power to administer oaths to witnesses that is now possessed by United States commissioners in said Territory, and said referees shall, after such hearing and a personal examination of the locality where a crossing or connection is desired, determine whether there is a necessity for such crossing or not, and if so, the place thereof, whether it shall be over or under the existing railroad, or at grade, and in other respects the manner of such crossing and the terms upon which the same shall be made and maintained: *Provided*, That no crossing shall be made through the yards or over the switches or side tracks of any existing railroad if a crossing can be effected at any other place that is practicable. If either party shall be dissatisfied with the terms of the order made by said referees it may appeal to the United States court of the Indian Territory for the district wherein such crossing or connection is sought to be made in the same manner as appeals are allowed from a judgment of a United States commissioner to said court, and said appeal and all subsequent proceedings shall only affect the amount of compensation, if any, and other terms of crossing fixed by said referees, but shall not delay the making of said crossing or connection: *Provided*, That the corporation desiring such crossing or connection shall deposit with the clerk of the court the amount of compensation, if any is fixed by said referees, and shall execute and file with said clerk a bond of sufficient security, to be approved by the court or a judge thereof in vacation, to pay all damages and comply with all terms that may be adjudged by the court. Any railway company which shall violate or evade any of the provisions of this section shall forfeit for every such offense, to the person, company, or corporation injured thereby, three times the actual damages sustained by the party aggrieved.

SEC. 18. That when in any case two or more railroads crossing each other at a common grade shall, by a system of interlocking or automatic signals, or by any works or fixtures to be erected by them, render it safe for engines and trains to pass over such crossing without stopping, and such interlocking or automatic signals or works or fixtures shall be approved by the Interstate Commerce Commissioners. then, in that case, it is hereby made lawful for the engines and trains of such railroad or railroads to pass over such crossing without stopping, any law or the provisions of any law to the contrary notwithstanding; and when two or more railroads cross each other at a common grade, either of such roads may apply to the Interstate Commerce Commissioners for permission to introduce upon both of said railroads some system of interlocking or automatic signals or works or fixtures rendering it safe for engines and trains to pass over such crossings without stopping, and it shall be the duty of said Interstate Commerce Commissioners, if the system of works and fixtures which it is proposed to erect by said company are, in the opinion of the Commission, sufficient and proper to grant such permission.

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SEC. 19. That any railroad company which has obtained permission to introduce a system of interlocking or automatic signals at its crossing at a common grade with any other railroad, as provided in the last section, may, after thirty days' notice, in writing, to such other railroad company, introduce and erect such interlocking or automatic signals or fixtures; and if such railroad company, after such notification, refuses to join with the railroad company giving such notice in the construction of such works or fixtures, it shall be lawful for said company to enter upon the right of way and tracks of such second company, in such manner as to not unnecessarily impede the operation of such road, and erect such works and fixtures, and may recover in any action at law from such second company one-half of the total cost of erecting and maintaining such interlocking or automatic signals or works or fixtures on both of said roads.

SEC. 20. That all mortgages executed by any railway company conveying any portion of its railway, with its franchises, that may be constructed in said Indian Territory, shall be recorded in the Department of the Interior, and the record thereof shall be evidence and notice of their execution, and shall convey all rights, franchises, and property of said company as therein expressed.

SEC. 21. That Congress hereby reserves the right at any time to alter, amend, or repeal this act, or any portion thereof.

SEC. 22. That any railway company which has heretofore acquired, or may hereafter acquire, under any other act of Congress, a railroad right of way in Indian Territory may, in the manner herein prescribed, obtain any or all of the benefits and advantages of this act, and in such event shall become subject to all the requirements and responsibilttfes imposed by this act upon railroad companies acquiring a right of way hereunder. And where the time for the completion of a railroad in Indian Territory under any act granting a right of way therefor has expired, or shall hereafter expire, in advance of the construction of such railroad, or of any part thereof, the Secretary of the Interior may, upon good cause shown, extend the time for the completion of such railroad, or of any part thereof, for a time not exceeding two years from the date of such extension.

SEC. 23. That an act entitled "An act to provide for the acquiring of rights of way by railroad companies through Indian reservations, Indian lands, and Indian allotments, and for other purposes," approved March second, eighteen hundred and ninety-nine, so far as it applies to the Indian Territory and Oklahoma Territory, and all other acts or parts of acts inconsistent with this act are hereby repealed: *Provided*, That such repeal shall not affect any railroad company whose railroad is now actually being constructed, or any rights which have already accrued; but such railroads may be completed and such rights enforced in the manner provided by the laws under which such construction was commenced or under which such rights accrued: *And provided further*, That the provisions of this act shall apply also to the Osages' Reservation and other Indian reservations and allotted Indian lands in the Territory of Olahoma, and all judicial proceedings herein authorized may be commenced and prosecuted in the courts of said Oklahoma Territory which may now or hereafter exercise jurisdiction within said reservations or allotted lands.

Approved, February 28, 1902.

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## APPENDIX NO. 12.

REGULATIONS PRESCRIBED BY THE SECRETARY OF THE INTERIOR TO GOVERN MINERAL LEASES IN THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY, UNDER THE PROVISIONS OF THE AGREEMENT OF APRIL 23, 1897, BETWEEN THE COMMISSION TO THE FIVE CIVILIZED TRIBES AND THE SAID CHOCTAW AND CHICKASAW NATIONS, AS RATIFIED BY ACT OF CONGRESS OF JUNE 28, 1898. (30 STAT., 495.)

### MINERAL LEASES.

1. The agreement with the Choctaw and Chickasaw nations set out in section 29 of the act of Congress entitled "An act for the protection of the people of the Indian Territory, and for other purposes," approved June 28, 1898 (30 Stat., 495–510), which was duly ratified on August 24, 1898, provides that the leasing and operating of coal and asphalt lands in said nations shall be under the control of two trustees appointed by the President of the United States upon the recommendation of the executives of said nations, each of whom shall be an Indian by blood of the respective nation for which he may be appointed.

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2. Each trustee to be appointed under the provisions of said agreement shall be required to file a bond, with two good and sufficient sureties or an approved trust or surety company, with the Secretary of the Interior in the penal sum of ten thousand dollars, conditioned for the faithful performance of his duties under said agreement as prescribed therein, and in accordance with these regulations. Said bonds shall be approved by the Secretary of the Interior before said trustees shall be permitted to enter upon their duties.

3. All applications must be made under oath, by parties desiring leases, to the United States Indian inspector located in the Indian Territory, upon blanks to be furnished by the inspector. Each party will be required to state that the application is not made for speculation, but in good faith for mining the mineral or minerals specified. A map must be filed with each application, showing the amount of land on each legal subdivision supposed to be underlaid with mineral and the quantity of mineral that can properly be mined. Applicants must furnish in detail any other information desired by the inspector regarding their prospective operations. All applications received by the inspector will, if satisfactory to him, be transmitted to said trustees for an immediate report to him of facts, and when they are returned he will transmit them to the department, through the Commissioner of Indian Affairs, with his recommendations. Applications by parties who do not themselves intend to operate mines upon the land applied for will be rejected by the inspector, subject to appeal, as provided hereafter in cases of controversies between applicants. Leases will not be transferable or negotiable, except with the consent of the Secretary, and any instrument with that purpose in view must be approved by him before it will become valid. No application will be received for any other mineral than coal and asphalt.

Should parties whose applications have been approved, and who have been so advised, fail to execute leases in accordance with these regulations within thirty days from notice, or to give good reason for such failure, the land applied for will be subject to lease by other parties. They should be so informed at time of notice of approval.

Said trustees shall at all times be under the direction and supervision of the inspector, and shall also make an examination from time to time, as often as it shall be deemed expedient, and at least once in every month, into the operations of all persons, corporations, or companies operating mines within said nations, with a view of ascertaining the quantity of mineral produced by each, the amount of royalty, if any, due and unpaid by each, and all other information necessary for the protection of the interests of the Choctaw and Chickasaw nations in the premises; and for this purpose all persons, corporations, or companies operating mines within the Choctaw and Chickasaw nations shall give said trustees access to any and all of their books and records necessary or required by them to be examined, and within fifteen days after the last day of each quarter said trustees shall make a joint report to the Secretary of the Interior, through the inspector, of all their acts under said agreement and these regulations.

4. All indentures of lease made by the trustees, as above provided, shall be in quadruplicate and shall contain a clear and full description by legal subdivisions of the tract or tracts of land covered thereby, not to exceed nine hundred and sixty acres, which legal subdivisions must be contiguous to each other. Said indentures of lease so executed shall be transmitted through the United States Indian inspector stationed in the Indian Territory to the Commissioner of Indian Affairs, for submission to the Secretary of the Interior, for his approval, and no lease shall be valid until the same shall have been approved by the Secretary of the Interior.

5. Royalties shall be required of all lessees as follows, viz:

On coal, 8 cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including that which is commonly called "slack," which rate went into force and effect on and after March 1, 1900.

On asphalt, 60 cents per ton for each and every ton produced weighing 2,000 pounds, of refined, and 10 cents per ton on crude asphalt.

The right is reserved, however, by the Secretary of the Interior in special cases to either reduce or advance the royalty on coal and asphalt on the presentation of facts which, in his opinion, make it to the interest of the Choctaw and Chickasaw nations, but the advancement or reduction of royalty on coal and asphalt in a particular case shall not operate in any way to modify the general provisions of this regulation fixing the minimum royalty as above set out.

*Provided*, That all lessees shall be required to pay advanced royalties, as provided in said agreement, on all mines or claims, whether developed or not, to be "a credit on royalty when each said mine is developed and operated and its production is in excess of such guaranteed annual advanced payments," as follows, viz: One hundred

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dollars per annum in advance for the first and second years, two hundred dollars per annum in advance for the third and fourth years, and five hundred dollars in advance for each succeeding year thereafter; and that, should any lessee neglect or refuse to pay such advanced royalty for the period of sixty days after the same becomes due and payable on any lease, the lease on which default is made shall become null and void, and all royalties paid in advance shall be forfeited and become the money and property of the Choctaw and Chickasaw nations.

All advanced royalties as above defined shall apply from date of approval of each lease, and when any mine on a tract leased is operated royalty due shall be paid monthly as required until the total amount paid equals the first annual advanced payment, after which royalty due shall be credited on such payments; and the lessee shall operate and produce coal from each and every lease in not less than the following quantities: Three thousand tons during the first year from date of approval of lease; four thousand tons the second year; seven thousand tons the third year; eight thousand tons the fourth year, and fifteen thousand tons the fifth and each succeeding year thereafter.

6. All lessees of coal and asphalt on land allotted, sold, or reserved shall be required, before the commencement of operations, to pay to the individual owner the value of the use of the necessary surface for prospecting and mining, including the right of way for necessary railways and the damage done to the lands and improvements; and in case of disagreement, for the purpose of the ascertainment of the fair value of the use of the land and the actual damage done, the owner of the land and the lessee shall each select an arbitrator, who, together with such person as shall be appointed or designated by the inspector located in the Indian Territory, shall constitute a board to consider and ascertain the amount that shall be paid by the lessee on account of use of the land and damage done, and the award of such board shall be final and conclusive, unless the award be impeached for fraud. All timber and other materials taken by the lessee from land allotted, sold, or reserved for use in the erection of buildings thereon, and in the mine or mines operated by him thereon, as for shoring levels in coal mines, and so forth, shall be paid for by the lessee at the usual rates.

7. Persons, corporations, and companies who, under the customs and laws of the Choctaw and Chickasaw nations, have made leases with the national agents of said nations of lands therein for the purpose of mining coal or asphalt, and who, prior to April 23, 1897, had taken possession of and were operating in good faith any mine of coal or asphalt in said nation, shall be protected in their right to continue the operation of such mines for the period and on the terms contained in the lease made to said persons, corporations, or companies by such national agents, and shall have the right, at the expiration of said term, to renew the lease of such mines, subject, however, to all the provisions of the said agreement and of these regulations: *Provided*, That such persons, corporations, or companies shall, within sixty days after the expiration of their leases with the national agents of the Choctaw and Chickasaw nations, apply to the said trustees for a renewal of their leases under said agreement.

8. All leases made prior to April 23, 1897, by any person or corporation with any member or members of the Choctaw or Chickasaw nations, the object of which was to obtain the permission of such member or members to operate coal or asphalt mines within the said nations, are declared void by said agreement, and no person, corporation, or company occupying any lands within either of said nations, under such individual leases, or operating coal or asphalt mines on such lands, under color of such leases, shall be deemed to have any right or preference in the making of any lease or leases for mining purposes embracing the lands covered by such personal leases, by reason thereof; but parties in possession of such land who have made improvements thereon for the purpose of mining coal or asphalt shall have a preference right to lease the land upon which said improvements have been made, under the provisions of said agreement and these regulations.

9. Where two or more persons, corporations, or companies shall make application for the leasing of the same tract of land for mining purposes, and a controversy arises between such persons, corporations, or companies as to the right of each to obtain the lease of such land, it shall be the duty of the United States Indian inspector stationed in the Indian Territory to investigate into the right of the parties and determine as to which shall be given the right to lease the lands in controversy, subject to appeal to the Commissioner of Indian Affairs, and from him to the Secretary of the Interior.

Twenty days from notice of any decision by the United States inspector, or the Commissioner of Indian Affairs, not interlocutory, will be allowed for appeal and service of the same upon the opposite party, whether notice of the decision is given by mail or personally. When notice is given by the inspector by mail it shall be by registered letter.

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In cases pending on appeal before the Commissioner of Indian Affairs, or the Department, argument may be filed at any time before the same is reached in order for examination, and copy of the same shall be served upon the opposite party, and he shall be allowed ten days for reply and to serve the same.

Proof of personal service of appeal or agument shall be the written acknowledgment of the person served or the affidavit of the person who served the same attached thereto, stating the time, place, and manner of service. All notices shall be served upon the attorneys of record.

Proof of service by registered letter shall be the affidavit of the person mailing the letter, attached to a copy of the post-office receipt.

No leases will be executed where a conflict exists until the matter has been finally adjudicated by the Department, in case of appeal.

10. All lessees will be required to keep a full and correct account of all their operations under leases entered into under said agreement and these regulations, and their books shall be open at all times to the examination of said trustees, of the United States Indian inspector stationed in the Indian Territory, and such other officer or officers of the Indian department as shall be instructed by the Secretary of the Interior or the Commissioner of Indian Affairs to make such examination; but, except as to the said trustees and the United States Indian inspector located in the Indian Territory, no lessee will be held to have violated this regulation for refusing to permit an examination of his books by any person unless such person shall produce written instructions from the Secretary of the Interior or from the Commissioner of Indian Affairs requiring him to make such an examination, and said lessees shall make all their reports to said United States Indian inspector, and they shall be subject to any instructions given by him.

11. All royalties, including advanced royalties, as provided for in said agreement and in these regulations, shall be payable in lawful money of the United States, or exchange issued by a national bank in the United States, to the United States Indian agent at the Union Agency in the Indian Territory, who shall be at all times under the direction and supervision of the United States Indian inspector for the Indian Territory. The advanced royalties are payable one hundred dollars on the filing of the application, which may be made by a certified check on any national bank of the United States payable to the order of the United States Indian agent, which check shall be retained by the United States Indian inspector until the application is approved; one hundred dollars in one year thereafter; two hundred dollars in two years thereafter; two hundred dollars in three years thereafter, and five hundred dollars on the fourth and each succeeding year until the end of the term thereof. All monthly royalties shall be accompanied by a sworn statement, in duplicate, by the person, corporation, or company making the same as to the output of the mine of such person, corporation, or company for the month for which royalties may be tendered. One part of said sworn statement shall be filed with the United States Indian agent, to be transmitted to the Commissioner of Indian Affairs, and the other part thereof shall be filed with the United States Indian inspector located in the Indian Territory.

12. The said United States Indian agent shall receive and receipt for all royalties paid into his hands, when accompanied by a sworn statement as above provided, but not otherwise; and all royalties received by him shall be, as soon as practicable, deposited with the United States subtreasurer at St. Louis, in like manner as are deposited moneys known in the regulations of the Indian Office as miscellaneous receipts, Class III, with a statement showing the proportionate shares of each of the Choctaw and Chickasaw nations.

13. All royalties collected and deposited by the United States Indian agent, as above set forth, shall be held to the credit of the Choctaw and Chickasaw nations in their respective proportions, and shall be subject to disbursement by the Secretary of the Interior for the support of the schools of the Choctaw and Chickasaw nations in accordance with said agreement.

14. All lessees under said agreement and these regulations will be required to give bond, with two good and sufficient sureties or an approved surety company, for the faithful discharge of their obligations under their leases in such penalty as shall be prescribed in each case by the Secretary of the Interior, and until such bond is filed by the lessee and approved and accepted by the Secretary of the Interior no rights or interests under any lease shall accrue to such lessee.

15. The right to alter or amend these regulations is reserved.

E. A. HITCHCOCK,
*Secretary of the Interior.*

DEPARTMENT OF THE INTERIOR,
*Washington, D. C., May 22, 1900.*

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FORMS.

APPLICATION FOR MINERAL LEASE.

(May 22, 1900.)

TO THE UNITED STATES INDIAN INSPECTOR
LOCATED IN THE INDIAN TERRITORY.

——— ———, desiring to avail ——— of the provisions of section twenty-nine of the act of Congress of June 28, 1898 (30 Stats., 495), entitled "An Act for the protection of the people of the Indian Territory, and for other purposes," hereby make—application to lease, for the purpose of mining ———, the following tract of land, viz: ——— ——— section ——— in township ——— of range ——— in the ——— Nation, containing ——— acres, more or less, the attached map showing the amount of land on each legal subdivision supposed to be underlaid with ——— and the quantity that can probably be mined; and ——— solemnly ——— that this application is made in good faith, and with no other object than that of mining the mineral specified.

——— ———.

Sworn to and subscribed before me this ——— day of ———, 190—.

——— ———,

——— ———.

Washington, D. C., ——— ———, 190—.
Approved:

——— ———,
*Secretary.*

---

ADDITIONAL INFORMATION TO ACCOMPANY APPLICATION FOR MINING LEASE IN THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.

——— ———, of ——— ———, makes the following statements, under oath, to accompany his application attached hereto, dated ———, for the purpose of mining ——— in the ——— Nation, covering the following described land: ——— ———.

1. The applicant has filed ——— other applications for leases to mine ——— in addition to the one herein asked, and is interested in ——— other ——— leases in the Indian Territory known as the ——— ———.

2. That he does not intend to sell or transfer this application or the lease arising therefrom; that there is no agreement, open or secret, whereby the applicant is to sell, assign, transfer to, or consolidate this application or the lease arising therefrom, with any other person or corporation whatsoever, but that the applicant proposes to operate the mines covered by his application for himself, or in case of a company or corporation, for said company or corporation.

3. Applicant has heretofore had ——— national contract with the Choctaw and Chickasaw Nations covering the land herein described. Under same, mines have been operated by the applicant on this tract for ——— years, such operations having been commenced on or about ——— by sinking a shaft or slope ——— feet, and has taken therefrom about ——— tons of ———, and has expended $——— in improvements on said tract, comprising ——— ———.

4. That the applicant will, within ——— months after formal lease is duly approved and delivered to him, commence active operations; that the applicant has ——— dollars now on hand for such operations, and that the applicant has good reasons to believe that he or it will produce from said mine ——— tons of ——— during the first year from the date of the approval of the lease; that he or it will produce ——— tons during the second year, and ——— tons during the third year, and that there is embraced within the tract applied for, from the best obtainable information, ——— tons of workable ———, and, in case of coal applications, there are ——— veins of coal on said tract, each vein ——— inches in thickness with a pitch of about ——— degrees; applicant further states that ——— acres of the tract applied for are underlaid with ——— as shown by the plat.

5. That the applicant will exercise no rights or privileges whatever under the application herein described nor commence operations until the lease shall have been duly approved and delivered to him.

6. That the applicant is a resident of ——— and engaged in the business of ———, and has had ——— years' experience in coal (or ———) business in company with ——— ———, at ———, and that there are ——— other persons interested in this application or lease, if granted; their names and post-office addresses are as follows:

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——— ———. If the applicant is a corporation, the members interested in or composing the same are as follows: ——— ———.

7. There is submitted herewith, in connection with said application, a certified check for $100, payable to the United States Indian agent, the same to be applied as advanced royalty on the lease applied for, as required by the regulations of the Secretary of the Interior.

(When the applicant is a corporation, the following should be filled out:)

8. Applicant is a corporation organized under the laws of the State of ———, with a capital stock of ——— dollars; that there has been subscribed and paid into the treasury of the corporation, and now held subject to bona fide mining operations, the sum of ——— dollars thereof.

The applicant's post-office is ——— ———.

——— ———.
——— ———.
——— ———.

Subscribed and sworn to before me this —— day of ———, 190—.

——— ———.

NOTE.—When the applicant is a corporation the application and this affidavit must be signed by the proper officer thereof.

Plat accompanying should show land applied for, by legal subdivisions according to United States surveys, amount underlaid with mineral, veins of coal, etc., and any improvements, railroads, etc., that may be on the land.

If applicant has not heretofore operated under national contract, the word "No" should be inserted in the first line of section 3, and the latter clause of said section should be stricken out. If so operated, the word "shaft" or "slope" should be stricken out, as the case may be, unless mines have been operated by both, in which event the depth of each should be stated.

Each application should be confined to tracts underlaid with mineral so far as possible, and not exceed 960 acres in area. A less number of acres, however, will be considered.

[Transferable and negotiable only with the consent of the Secretary of the Interior.]

(Write all names and addresses in full.)

(May 22, 1900.)

INDIAN TERRITORY ASPHALT MINING LEASE (CHOCTAW AND CHICKASAW NATIONS).

Indenture of lease, made and entered into in quadruplicate, on this —— day of ———, A. D. 190—, by and between ——— ——— and ——— ———, as mining trustees of the Choctaw and Chickasaw nations, parties of the first part, and ——— ——— of ———, county of ———, State of ———, part- of the second part, under and in pursuance of the provisions of the act of Congress approved June 28, 1898 (30 Stats., 495), the agreement set out in section twenty-nine thereof duly ratified on August 24, 1898, and the rules and regulations prescribed by the Secretary of the Interior on May 22, 1900, relative to mining leases in the Choctaw and Chickasaw nations.

Now, therefore, this indenture witnesseth: That the parties of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part- of the second part, ———, executors, administrators, or assigns do hereby demise, grant, and let unto the part- of the second part, ——— executors, administrators, or assigns, the following-described tract of land, lying and being within the ——— Nation and within the Indian Territory, to wit: The ——— ——— of section ——, of township [a] ——, of range [b] ——, of the Indian meridian, and containing —— acres, more or less, for the full term of ——— years from the date hereof for the sole purpose of prospecting for and mining asphalt ——— ———.

In consideration of the premises, the part- of the second part hereby agree- and bind ——— executors, administrators, or assigns to pay or cause to be paid to the United States Indian agent for the Union Agency, Indian Territory, as royalty, the sums of money as follows, to wit: —— cents per ton for each and every ton of asphalt produced weighing 2,000 pounds of refined and —— cents per ton on crude asphalt.

And all said royalties accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

And the part- of the second part further agree- not to hold the land described for speculative purposes, but in good faith for mining the mineral specified.

[a] State whether north or south. [b] State whether east or west.



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And the part- of the second part further agree- and bind ——— executors, administrators, or assigns to pay or cause to be paid to the United States Indian agent for the Union Agency, Indian Territory, as advanced royalty on each and every mine or claim within the tract of land covered by this lease, the sums of money as follows, to wit: One hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years, and five hundred dollars per annum, in advance, for the fifth and each succeeding year thereafter of the term for which this lease is to run, it being understood and agreed that said sums of money to be paid as aforesaid shall be a credit on royalty should the part- of the second part develop and operate a mine or mines on the lands leased by this indenture and the production of such mine or mines exceed such sums paid as advanced royalty as above set forth; and further, that all advanced royalties as above defined shall apply from date of approval of each lease, and when any mine is operated royalty due shall be paid monthly as required until the total amount equals the first annual advanced payment, after which royalty due shall be credited on such payments; and further, that should the part- of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable under this lease, then this lease shall be null and void, and all royalties paid in advance shall become the money and property of the Choctaw and Chickasaw tribes of Indians, subject to the regulations of the Secretary of the Interior aforesaid.

The part- of the second part further covenant- and agree- to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner to the fullest possible extent on the above-described tract of land; to commit no waste upon said land or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to take good care of the same, and to surrender and return the premises at the expiration of this lease to the parties of the first part in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by ——— ———, the part- of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, except engines, tools, and machinery, which shall remain the property of the said part- of the second part; that —— will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away to be used for any purposes on the premises, and that —— will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that —— will not at any time during the term hereby granted assign or transfer ——— estate, interest, or term in said premises and land or the appurtenances thereto to any person or persons whomsoever without the written consent thereto of the parties of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part- of the second part further covenant- and agree- that —— will keep an accurate account of all mining operations, showing the whole amount of asphalt mined or removed, and that there shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations and upon all such asphalt obtained from the land herein leased as security for the monthly payment of said royalties.

And the part- of the second part agree- that this indenture of lease shall be subject in all respects to the rules and regulations heretofore or that may be hereafter prescribed under the said act of June 28, 1898, by the Secretary of the Interior relative to mineral leases in the Choctaw and Chickasaw nations; and further, that should the part- of the second part, ——— executors, administrators, or assigns, violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of thirty days to pay the stipulated monthly royalties provided for herein, then the Secretary of the Interior shall be at liberty, in his discretion, to avoid this indenture of lease and cause the same to be annulled, when all the rights, franchises, and privileges of the part- of the second part, —— executors, administrators, or assigns hereunder, shall cease and end without further proceedings.

That the part- of the second part ——— firmly bound for the faithful compliance with the stipulations of this indenture by and under the bond made and executed by the part- of the second part as principal- and ——— ——— as suret- entered into the —— day of ——, ——, and which is on file in the Indian Office.

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In witness whereof the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above mentioned.

[a] Witnesses:

——— ——— as to ——— ———, [SEAL.][b]
*Trustee for Choctaw Nation.*

——— ——— as to ——— ———, [SEAL.]
*Trustee for Chickasaw Nation.*

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

No. ———

DEPARTMENT OF THE INTERIOR,

WASHINGTON, D. C.

ASPHALT LEASE.

*Mining Trustees.*

TO

OF

Sec. ———, Tp. ———, R. ———, in the

——— Nation, Indian Territory.

Dated ——— ———, 190–.

Expires ——— ———, 19—.

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,
*Muscogee, I. T., ———, 190–.*

Respectfully forwarded to the Commissioner of Indian Affairs for consideration with my report of even date.

——— ———,
*Indian Inspector.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
*Washington, D. C., ———, 190–.*

Respectfully submitted to the Secretary of the Interior with favorable recommendation.

——— ———,
*Commissioner.*

DEPARTMENT OF THE INTERIOR,
*Washington, D. C., ———, 190–.*

Approved:

——— ———,
*Secretary of the Interior.*

[Transferable and negotiable only with the consent of the Secretary of the Interior.]

(Write all names and addresses in full.)

(May 22, 1900.)

INDIAN TERRITORY COAL MINING LEASE (CHOCTAW AND CHICKASAW NATIONS).

Indenture of lease, made and entered into in quadruplicate, on this ——— day of ———, A. D. 190–, by and between ——— ——— and ——— ———, as mining trustees of the Choctaw and Chickasaw nations, parties of the first part, and ——— ——— of ———, county of ———, State of ———, part- of the second part, under and in pursuance of the provisions of the act of Congress approved June 28, 1898

[a] Two witnesses to each signature, including signatures of trustees.

[b] Stamps are required by the act of June 13, 1898, to be placed on leases as follows, viz: Leases for one year, 25 cents; for more than one year and not exceeding three years, 50 cents; and for more than three years, $1. Lessees must furnish stamps for all leases.

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(30 Stats., 495), the agreement set out in section twenty-nine thereof duly ratified on August 24, 1898, and the rules and regulations prescribed by the Secretary of the Interior on May 22, 1900, relative to mining leases in the Choctaw and Chickasaw nations.

Now, therefore, this indenture witnesseth, that the parties of the first part, for and in consideration of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, observed, and performed by the part- of the second part, ——— executors, administrators, or assigns, do hereby demise, grant, and let unto the part- of the second part, ——— executors, administrators, or assigns, the following described tract of land, lying and being within the ——— Nation, and within the Indian Territory, to wit: The ——— ——— of section ———, of township[a] ———, of range[b] ——— of the Indian meridian, and containing ——— acres, more or less, for the full term of ——— years from the date hereof for the sole purpose of prospecting for and mining coal ——— ———.

In consideration of the premises the part- of the second part hereby agree- and bind ——— executors, administrators, or assigns, to pay or cause to be paid to the United States Indian agent for the Union Agency, Indian Territory, as royalty, the sums of money as follows, to wit:

On the production of all mines developed and operated under this lease the sum of ——— cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including that which is commonly called "slack."

All of said royalties accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

And the part- of the second part further agree- not to hold the land described for speculative purposes, but in good faith for mining the mineral specified.

And the part- of the second part further agree- and bind ——— ———, executors, administrators, or assigns to pay or cause to be paid to the United States agent for the Union Agency, Indian Territory, as advanced royalty on each and every mine or claim within the tract of land covered by this lease the sums of money as follows, to wit: One hundred dollars per annum, in advance, for the first and second years; two hundred dollars per annum, in advance, for the third and fourth years; and five hundred dollars per annum, in advance, for the fifth and each succeeding year thereafter, of the term for which this lease is to run, it being understood and agreed that said sums of money to be paid as aforesaid shall be a credit on royalty should the part- of the second part develop and operate a mine or mines on the lands leased by this indenture, and the production of such mine or mines exceed such sums paid as advanced royalty as above set forth; and further, that all advanced royalties as above defined shall apply from date of approval of each lease, and when any mine is operated royalty due shall be paid monthly as required until the total amount paid equals the first annual advanced payment, after which royalty due shall be credited on such payments; and the part- of the second part agree- and bind ——— ———, executors, administrators, or assigns to operate and produce coal from each and every lease of not less than the following quantities: Three thousand tons during the first year from date of approval of lease, four thousand tons the second year, seven thousand tons the third year, eight thousand tons the fourth year, and fifteen thousand tons the fifth and each succeeding year thereafter; and it is further agreed that should the part- of the second part neglect or refuse to pay such advanced annual royalty for the period of sixty days after the same becomes due and payable under this lease, then this lease shall be null and void, and all royalties paid in advance shall become the money and property of the Choctaw and Chickasaw tribes of the Indians, subject to the regulations of the Secretary of the Interior aforesaid.

The part- of the second part further covenant- and agree- to exercise diligence in the conduct of the prospecting and mining operations, and to open mines and operate the same in a workmanlike manner to the fullest possible extent on the above-described tract of land; to commit no waste upon said land or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to take good care of the same, and to surrender and return the premises at the expiration of this lease to the parties of the first part in as good condition as when received, ordinary wear and tear in the proper use of the same for the purposes hereinbefore indicated and unavoidable accidents excepted, and not to remove therefrom any buildings or improvements erected thereon during said term by ——— ———, the part- of the second part, but said buildings and improvements shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified—except engines, tools, and machinery, which shall remain the property of the said part- of the sec-

[a] State whether north or south. [b] State whether east or west.

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ond part; that ——— will not permit any nuisance to be maintained on the premises, nor allow any intoxicating liquors to be sold or given away to be used for any purposes on the premises, and that ——— will not use the premises for any other purpose than that authorized in this lease, nor allow them to be used for any other purpose; that ——— will not at any time during the term hereby granted, assign or transfer ——— estate, interest, or term in said premises and land or the appurtenances thereto to any person or persons whomsoever without the written consent thereto of the parties of the first part being first obtained, subject to the approval of the Secretary of the Interior.

And the said part- of the second part further covenant- and agree- that ——— will keep an accurate account of all mining operations, showing the whole amount of coal mined or removed, and that there shall be a lien on all implements, tools, movable machinery, and other personal chattels used in said prospecting and mining operations, and upon all such coal obtained from the land herein leased, as security for the monthly payment of said royalties.

And the part- of the second part agree- that this indenture of lease shall be subject in all respects to the rules and regulations heretofore or that may be hereafter prescribed under the said act of June 28, 1898, by the Secretary of the Interior relative to mineral leases in the Choctaw and Chickasaw nations; and further, that should the part- of the second part, ——— executors, administrators, or assigns, violate any of the covenants, stipulations, or provisions of this lease, or fail for the period of thirty days to pay the stipulated monthly royalties provided for herein, then the Secretary of the Interior shall be at liberty, in his discretion, to avoid this indenture or lease, and cause the same to be annulled, when all the rights, franchises, and privileges of the part- of the second part, ——— executors, administrator, or assigns, hereunder shall cease and end, without further proceedings.

The part- of the second part ——— firmly bound for the faithful compliance with the stipulations of this indenture by and under the bond made and executed by the part- of the second part as principal- and ——— ——— as suret-, entered into the ——— day of ———, ———, and which is on file in the Indian Office.

In witness whereof, the said parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above mentioned.

[a] Witnesses:

——— ——— as to ——— ———, [SEAL.][b]
*Trustee for Choctaw Nation.*

——— ——— as to ——— ———, [SEAL.]
*Trustee for Chickasaw Nation.*

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

——— ———
——— ——— } as to ——— ———. [SEAL.]

[a] Two witnesses to each signature, including signatures of trustees.

[b] Stamps are required by the act of June 13, 1898, to be placed on leases as follows, viz: Leases for one year, 25 cents; for more than one year and not exceeding three years, 50 cents; and for more than three years, $1. Lessees must furnish stamps for all leases.

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No. ——

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

COAL LEASE.

*Mining trustees,*

TO

OF

Sec. ——, Twp. ——, Range ——,
in the —— Nation, Indian Territory.
Dated ——, 190—.
Expires ——, 19—.

DEPARTMENT OF THE INTERIOR,
U. S. INDIAN SERVICE,
UNION AGENCY,
*Muscogee, I. T.*, ——, 190—

Respectfully forwarded to the Commissioner of Indian Affairs for consideration with my report of even date.

——,
*Indian Inspector.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
*Washington, D. C.*, ——, 190—

Respectfully submitted to the Secretary of the Interior with favorable recommendation.

——,
*Commissioner.*

DEPARTMENT OF THE INTERIOR,
*Washington, D. C.*, ——, 190—.

Approved:

——,
*Secretary of the Interior.*

BOND.

(May 22, 1900.)

Know all men by these presents, that[a] —— ——, of —— ——, as principal-, and —— ——, of —— ——, as surety, are held and firmly bound unto the United States of America in the sum of —— dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated —— day of ——.

The condition of this obligation is such, that whereas the above-bounden —— ——, as principal-, entered into —— certain indenture- of lease, dated —— ——, with —— —— and —— ——, mining trustees of the Choctaw and Chickasaw nations, for the lease of a certain tract of land located in the —— Nation, Indian Territory, for the purpose of prospecting for and mining —— for the period of —— years.

Now, if the above-bounden —— —— shall faithfully carry out and observe all the obligations assumed in said indenture- of lease by —— ——, and shall observe

[a] The Christian names and residences of principals.

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all the laws of the United States, and regulations made or which shall be made thereunder, for the government of trade and intercourse with Indian tribes, and all the rules and regulations that have been or may be prescribed by the Secretary of the Interior, under the act of June 28, 1898 (30 Stat., 495), relative to mining leases in the Choctaw and Chickasaw nations, in the Indian Territory, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed in the presence of—[a]

| | | |
|---|---|---|
| ——— ———. | ——— ———. | [L. S.][b] |
| ——— ———. | ——— ———. | [L. S.] |
| ——— ———. | ——— ———. | [L. S.] |
| ——— ———. | ——— ———. | [L. S.] |
| ——— ———. | ——— ———. | [L. S.] |
| ——— ———. | ——— ———. | [L. S.] |

DEPARTMENT OF THE INTERIOR,
WASHINGTON, D. C.

BOND

OF

Lessee of

in the Nation,

Indian Territory, for mining purposes.

WASHINGTON, D. C., , 190

Approved:

*Secretary.*

OATH.

We, the undersigned, mining trustees of the Choctaw and Chickasaw nations, Indian Territory, do solemnly swear that the leases hereunto annexed, numbered ———, to ———, were made by us personally with ——— ———, of ——— ———; that we have made the same fairly, without any benefit or advantage to ourselves, severally or jointly, or allowing any such benefit or advantage corruptly to the said ——— ——— (for mining purposes in the said nations), or any other person or persons.

———, ———,
*Trustee, Choctaw Nation.*

———, ———,
*Trustee, Chickasaw Nation.*

Subscribed and sworn to before me at ——— this —— day of ———, 190–.

———, ———,
*Notary Public.*

My commission expires ———, ———.

---

## APPENDIX NO. 13.

[Copy of opinion of Judge William H. H. Clayton of the central district of the Indian Territory, in the matter of the application of the chairman of the Choctaw Townsite Commission for the appointment of the third commissioner to appraise certain lots in the town of South McAlester, Ind. T., opinion rendered about July 19, 1901.]

I find the facts to be: That these commissioners, appointed under the law, to lay out the town sites in the Choctaw Nation, found a pond or reservoir which had been

[a] There must be at least two witnesses to all signatures, though the same two persons may witness all.

[b] A seal must be attached by some adhesive substance to the signatures of principals and sureties.

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built upon the land which is now included within the limits of South McAlester; that the pond was made, as stated by Mr. Smiser, by excavating the land and building a dam around it, and there were some other improvements also, such as a pump house, spillway, etc. When the Commission, in the discharge of their duties, came to determine whether or not the pond came within the provision of the law; that is, whether or not the improvements were valuable and lasting, and such as were contemplated by the statute, they differed. Dr. Sterrett claimed that the improvements were valuable and lasting and such as are contemplated by the statute, Mr. Smiser taking the position that they were not such improvements, and, therefore, could not be scheduled to any individual, and were not subject to appraisement. The word "schedule," as well stated in Judge Stuart's brief, does not appear anywhere in the statute, but it is a word that has been used, not only by this Commission, but by the Department, and a very proper word, I take it, and means simply this: That when the Commission shall determine, as they must, or some one of them, whether or not there be valuable and permanent improvements upon the town lot, they then appraise it, and after appraisement, the owner comes in and asserts his claim, and the property is scheduled to him.

When these gentlemen disagreed as to whether or not this was a permanent and valuable improvement, they submitted their difference to the honorable Secretary of the Interior, who assumed to act and to settle their disagreement, and determined that Dr. Sterrett was right, and that the improvements were permanent and valuable. The whole controversy then is, did the Secretary of the Interior have the authority by law to finally decide this controversy between them. If he did, then his finding is a finality and it would be the duty of the commissioners, both of them, to go on and appraise. If he had no such power, then, until it is determined whether or not this property has valuable improvements upon it, there is no appraisement to make, for as I understand, property that has no improvements upon it is not valued at all. The disagreement, then, arises between them; not as to the value of the property; as to that, if they act together, they could possibly agree. There is no disagreement with regard to that; but the disagreement is, is the property in a condition in which under the law it is to be valued at all. Now, the Secretary of the Interior has settled that for them, providing he has the authority to do it. And I pause here to remark that if the Secretary of the Interior, the head of the Department that has this matter in charge, does not have the power to settle that controversy, there is no power in this Government to settle it. The court, as the case now stands, can not do it. If the Secretary of the Interior can not determine the question, and if a court or some other tribunal can not step in and settle the controversy, the lot must stand there as it is to-day without an owner. Nothing can be done. There must be, then, in the very nature of things, some power somewhere to determine that question. The question, then, is, Is the power in this court, or is it in the Secretary of the Interior?

The act, under certain conditions, vested the power in the judge of the court to appoint a third commissioner, but I find that these conditions do not exist here. It is silent, however, with regard to other differences that might arise, and this is one of them, with regard to determining whether or not the land has valuable improvements on it. The law does not specifically say whether or not the commissioners are to determine that the land has valuable improvements on it, but from the very nature of things, they necessarily have the power, inferentially, to so determine, at least in the first instance, because it is a necessary power to the performance of their duty. These gentlemen could not move a step unless the court should find, by inference, that they are vested with that power. It is a rule of law that where a power is granted, all the incidents necessary to the performance of that power are, by implication, also granted. This question has to be determined somehow, and if the Commission can not agree, inasmuch as they are acting under the direction of the Interior Department, and the statute says plainly, in so many words, that all of their work shall be subject to the approval of the Secretary of the Interior, that certainly vests the power in him, I take it, to do something more than merely to approve or reject the work. I think his powers are sufficiently broad, that when a disagreement of this kind arises between these commissioners, he can settle it himself.

We went through this matter of the power of the heads of departments here not very long ago, and unless gentlemen have specially investigated it they would be surprised to know what vast judicial powers, with regard to the determination of the law, have been vested in the heads of departments in cases where certain duties are required to be performed by them or under their direction. The Supreme Court of the United States has passed upon the question, and said that in cases even where it became necessary to interpret the law, if the Department could not act without interpreting, it could do so, and when interpreted it becomes final. If he has such

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vast powers that he can even decide the law, in contradistinction to the idea that it is for the courts to interpret the law, certainly where there is no provision made with regard to a disagreement between the subordinates of the Secretary of the Interior, officers who have certain duties to perform under his direction and subject to his approval or rejection, he would have the unlimited power to step in and settle their differences.

This puts the case in this condition, that the only controversy that has arisen between these men has been settled by a power that has the authority to do so, and it is a finality; that is my judgment, that the action of the Secretary of the Interior, approving the view taken by the chairman of the commission, is a finality. Then what condition does it leave the case in? That this commission must go on and appraise. But I am asked to appoint a third commissioner. Under certain conditions I have the power, but the conditions must exist before I can exercise it; and the conditions are that a disagreement must arise between these two parties with regard to the appraisement of the property or the limits of the town. There is no disagreement here, as thus far shown, with regard to either of these things. It seems to me, for that reason, that I must, at this stage of the proceedings, refuse to appoint a third commissioner, and while, perhaps, I should stop here, I have come to my conclusions, and I will state them.

This is a public matter, and these are public officers before the court, and I feel it my duty to outline, as I am now advised, of course subject to whatever change might occur in my mind after further argument, what my position is, and what I will do hereafter if the case comes properly before me. It is the duty of the commission to appraise. They must go on and do it. If either of the commissioners refuse to appraise, mandamus will lie. This court would not hesitate, in a case properly made, to exercise its power to say to the commissioner, you must proceed to an appraisement; not to appraise as the judge of the court might think it ought to be, nor as any other man might think its value might be, but to go on and make some appraisement, each fixing the value according to his own judgment. If the commissioner refuses to act, then mandamus would lie to compel him to act. And then if the two commissioners should disagree with regard to the value of the land, there would be a case made in which the judge of the court might step in and appoint a third commissioner. That is my judgment.

I had felt that I would like to have the case in such shape as that I could either have appointed a third commissioner or have done something to prevent delay, but it will not take long, and the probabilities are that the gentlemen composing this commission, after hearing the views of the court, may go on and appraise; but if they decline, in my judgment, there is a full, ample, and legal remedy that can be enforced in this court. And, therefore, as the case now stands, I decline to grant the prayer of the petition of Dr. Sterrett.

I do not think the court can appoint a third commissioner under the present conditions. The Secretary of the Interior seems to think that, inasmuch as the question as to whether this lot is an improved one has been decided, and as the next step under the law is that the commissioners shall go on and appraise, a refusal to appraise makes a disagreement. But I do not understand that Mr. Smiser has ever been asked to appraise. I do not understand that these gentlemen have ever gotten that close to it or that they have ever tried to appraise; but as I understand the law, it is now clearly their duty to proceed with the appraisement, and if either should refuse to do so, he could be compelled to act; or if one should proceed to make his appraisement, and the other should refuse to make an appraisement, the judge might consider this a disagreement, and appoint the third man.

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## APPENDIX NO. 14.

(June 28, 1901.)

THE MUSKOGEE (CREEK) NATION, INDIAN TERRITORY

To all to whom these presents shall come, greeting.

Whereas a town-site commission, heretofore appointed and acting under authority of the act of Congress approved March 1, 1901 (31 Stat., 861), agreement ratified by the Creek Nation May 25, 1901, has appraised the lots in the town of ———, Muskogee (Creek) Nation, Indian Territory; and

Whereas the plat of said town was approved by the Secretary of the Interior on the —— day of ———, and was duly placed on file; and

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Whereas said commission has appraised all of the town lots included in said plat at their true value, excluding improvements, which appraisal has been approved by the Secretary of the Interior; and

Whereas the said commission has awarded the real estate described hereinbelow to ——— ———, who has paid ——— dollars, the full amount of the purchase price, into the Treasury of the United States, to the credit of the Muskogee or Creek Nation of Indians, with the United States Indian agent, at ———, Indian Territory, and is, therefore, entitled to a patent;

Now, therefore, I, the undersigned, the principal chief of the Muskogee (Creek) Nation, do, by virtue of the power and authority vested in me by the aforesaid act of the Congress of the United States, hereby grant, sell, and convey unto the said ——— ———, heirs and assigns forever, all the right, title, and interest of the Muskogee (Creek) Nation, aforesaid, in and to lot ——, numbered ——, in block ——, numbered ——, in the town of ———, Muskogee (Creek) Nation, Indian Territory, and according to the plat thereof on file as aforesaid.

In witness whereof I, the principal chief of the Muskogee (Creek) Nation, have hereunto set my hand and caused the great seal of said nation to be affixed, at the date hereinafter shown.

Date, ——— ———, 190—

[SEAL.]

———— ————,
*Principal Chief of the Muskogee (Creek) Nation.*

DEPARTMENT OF THE INTERIOR, ——— —, ——.

Approved ——— —, 190—.
———— ————, *Secretary.*

PATENT.

MUSKOGEE (CREEK) NATION

TO

Lot ——, No. ——, Block ——, No. ——

Town of ———, Indian Territory, Muskogee (Creek) Nation.

Filed for record at request of

Book ——, Page ——.

On the —— day of ———, 190—, at ——— o'clock — m.

———,

———.

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## APPENDIX NO. 15.

THE CHOCTAW AND CHICKASAW NATIONS, INDIAN TERRITORY.

To all to whom these presents come, greeting:

Whereas a certain townsite commission, heretofore appointed, and acting in accordance with law, has appraised the lots in the town of ———, ——— Nation, Indian Territory; and

Whereas the plat of said town was approved by the Secretary of the Interior on the —— day of ———, 1——, and was duly placed on file; and

Whereas the said commission has awarded the real estate described hereinbelow to ——— ———, who has deposited ——— dollars, the full amount of the purchase price, with the United States Indian agent at ———, Indian Territory, and is, therefore, entitled to a patent;

Now, therefore we, the undersigned, the principal chief of the Choctow Nation and the governor of the Chickasaw Nation, do, by virtue of the power and authority vested

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in us by the twenty-ninth section of the act of Congress of the United States, approved June 28, 1898 (30 Stat., 495), hereby grant, sell, and convey unto the said ——— ———, heirs and assigns forever, all the right, title, and interest of the Choctaw and Chickasaw nations aforesaid in and to lot— numbered ——, in block— numbered ——, in the town of ———, ——— Nation, Indian Territory, and according to the plat thereof on file as aforesaid, saving and excepting from this conveyance, however, all coal and asphalt.

In witness whereof, we, the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation, have hereunto set our hands and caused the great seal of our respective nations to be affixed at the dates hereinafter shown.

Date, ——— —, 190—.
[SEAL.]

——— ———,
*Principal Chief of the Choctaw Nation.*

Date, ——— —, 190—.
[SEAL.]

——— ———,
*Governor of the Chickasaw Nation.*

PATENT.

CHOCTAW AND CHICKASAW NATIONS

TO

Lot— No. ——, Block— No. ——.
Town of ———, Indian Territory,
——— Nation.

Filed for record at request of

Book ——, page ——.
On the ——— day of ———, 190—, at
——— o'clock — m.

## APPENDIX NO. 16.

### REGULATIONS (JUNE 3, 1902) GOVERNING THE INTRODUCTION BY NONCITIZENS OF LIVE STOCK IN THE CHICKASAW NATION, INDIAN TERRITORY.

Section 29 of the act of Congress approved June 28, 1898 (30 Stat., 495), ratifying the agreement with the Choctaw and Chickasaw nations, Indian Territory, provides in part as follows:

It is further agreed that no act, ordinance, or resolution of the council of either the Choctaw or Chickasaw tribes, in any manner affecting the land of the tribe, or of the individuals, after allotment, or the moneys or other property of the tribe or citizens thereof (except appropriations for the regular and necessary expenses of the government of the respective tribes) or the rights of any persons to employ any kind of labor, or the rights of any persons who have taken or may take the oath of allegiance to the United States, shall be of any validity until approved by the President of the United States. When such acts, ordinances, or resolutions passed by the councils of either of said tribes shall be approved by the governor thereof, then it shall be the duty of the national secretary of said tribe to forward them to the President of the United States, duly certified and sealed, who shall, within thirty days after their reception, approve or disapprove the same. Said acts, ordinances, or resolutions, when so approved, shall be published in at least two newspapers having a bona fide circulation in the tribe to be affected thereby, and when disapproved shall be returned to the tribe enacting the same.

It is further agreed, in view of the modification of legislative authority and judicial jurisdiction herein provided, and the necessity of the continuance of the tribal governments so modified, in order to carry out the requirements of this agreement, that the same shall continue for a period of eight years from the fourth day of March, eighteen hundred and ninety-eight.

Under these provisions, the following act of the Chickasaw National Council, approved by the governor on May 3, 1902, was approved by the President of the United States on May 15, 1902, and entitled:

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AN ACT To prescribe privilege or permit taxes and defining the manner of their collection.

*Be it enacted by the legislature of the Chickasaw Nation:*

SECTION 1. That there shall be paid upon live stock owned or held by noncitizens within the limits of the Chickasaw Nation an annual privilege or permit tax as follows: On cattle, horses, and mules, twenty-five cents per head; and on sheep and goats, five cents per head: *Provided*, That there shall be exempted from the provisions of this act, when owned and used by the head of a family, two cows and calves and one team, consisting of two horses or two mules, or one horse and one mule; and the provisions of this act shall also apply to all live stock introduced into the Chickasaw Nation since January 1, 1902, upon which the tribal taxes imposed by the laws of the Chickasaw Nation have not been paid, with like force and effect as if such cattle had been owned and held within the limits of Chickasaw Nation for one year prior to the passage and approval of this act.

SEC. 2. That such privilege or permit taxes shall hereafter be payable to such person or persons, and collected under such rules and regulations as may be prescribed by the Secretary of the Interior.

SEC. 3. That the expenses of collecting such privilege or permit taxes shall be deducted from the gross collections, and the balance paid quarterly into the treasury of the Chickasaw Nation.

SEC. 4. That such privilege or permit taxes shall be due and payable annually, upon demand, and if such taxes are not paid when demanded, the live stock upon which such taxes are due shall be held to be in the Chickasaw Nation without its consent, and unlawfully upon the lands of the Chickasaws, and the presence of such live stock, and owners or holders thereof, within the limits of said nation, shall be deemed detrimental to the peace and welfare of the Chickasaw Indians.

SEC. 5. That all acts or parts of acts in conflict herewith be, and the same are hereby, repealed; and this act shall take effect from and after its approval by the President of the United States.

In pursuance of the above and foregoing, the following regulations are promulgated:

*Regulations prescribed by the Secretary of the Interior governing the introduction or holding of live stock in the Chickasaw Nation by noncitizens.*

SECTION 1. Any person other than a recognized citizen of the Choctaw or Chickasaw nations desiring to introduce or hold stock of any description within the limits of the Chickasaw Nation, Indian Territory, shall first make application to the United States Indian inspector for the Indian Territory, Muskogee, Ind. T., and shall pay to the United States Indian agent, Union Agency, an annual tax of 25 cents per head on all cattle, horses, and mules, and on all sheep and goats 5 cents per head, provided that there shall be exempted from the provisions of these regulations, when owned and used by the head of a family, two cows and calves, and one team of horses, or two mules, or one horse and one mule.

SEC. 2. Such tax shall be paid January 1 of each year, or prior to the time of the introduction of such stock, and accompanying such remittance there shall be furnished, under oath, a full description of such stock, including the number and brands, together with any other desired information.

SEC. 3. Such taxes shall apply to all stock introduced within the limits of the Chickasaw Nation since January 1, 1902, upon which taxes have not already been paid to the Chickasaw Nation and for which the owners or holders can not produce receipts.

SEC. 4. The tax prescribed shall be paid annually in advance, whether such stock is held the entire succeeding twelve months or for a portion of such time.

SEC. 5. Where cattle are held by a citizen and mortgaged to a noncitizen, not in good faith, but for the purpose of evading the payment of taxes, said cattle shall be considered as owned or held by such noncitizen, and subject to these regulations and taxes.

SEC. 6. Parties who now hold stock within the limits of the Chickasaw Nation should remit the taxes prescribed promptly to the United States Indian agent at Muskogee, Ind. T., and such payments must be made within ten days from the date of receiving notice of these regulations. If such taxes are not paid within this time remittances made thereafter will not be accepted, but such stock and any other stock found within the limits of the Chickasaw Nation after July 1, 1902, upon which taxes have not been paid, will be considered as being within the limits of the Chickasaw Nation unlawfully, and measures will be adopted looking to the removal by the United States Indian agent of such stock, together with the owners or holders thereof, without further notice.

SEC. 7. Authorized agents of the Interior Department will make necessary investigations and reports and see that proper remittances are forwarded, acting under the direction of the United States Indian inspector for Indian Territory, but will not be authorized to receive or collect any taxes whatsoever, as all payments must be made direct to the United States Indian agent, who will furnish receipts for all payments made.

SEC. 8. These regulations and taxes will apply to all stock as indicated, held within the limits of the Chickasaw Nation by other than recognized citizens of the Choctaw or Chickasaw nations, whether held upon the public domain or upon lands leased from individual Indians.

THOS. RYAN, *Acting Secretary.*

DEPARTMENT OF THE INTERIOR,
*Washington, D. C.*

Approved, June 3, 1902.

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## APPENDIX NO. 17.

[PUBLIC—No. 228.]

AN ACT To ratify and confirm an agreement with the Choctaw and Chickasaw tribes of Indians, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the following agreement, made by the Commission to the Five Civilized Tribes with the commissions representing the Choctaw and Chickasaw tribes of Indians on the twenty-first day of March, nineteen hundred and two, be, and the same is hereby, ratified and confirmed, to wit:

### AGREEMENT BETWEEN THE UNITED STATES AND THE CHOCTAWS AND CHICKASAWS.

This agreement, by and between the United States, entered into in its behalf by Henry L. Dawes, Tams Bixby, Thomas B. Needles, and Clifton R. Breckinridge, commissioners duly appointed and authorized thereunto, and the Choctaw and Chickasaw tribes of Indians in Indian Territory, respectively, entered into in behalf of such Choctaw and Chichasaw tribes, by Gilbert W. Dukes, Green McCurtain, Thomas E. Sanguin, and Simon E. Lewis in behalf of the Choctaw tribe of Indians; and Douglas H. Johnston, Calvin J. Grant, Holmes Willis, Edward B. Johnson, and Benjamin H. Colbert in behalf of the Chickasaw tribe of Indians, commissioners duly appointed and authorized thereunto—

Witnesseth that, in consideration of the mutual undertakings herein contained, it is agreed as follows:

#### DEFINITIONS.

1. Wherever used in this agreement the words "nations" and "tribes" shall each be held to mean the Choctaw and Chickasaw nations or tribes of Indians in Indian Territory.

2. The words "chief executives" shall be held to mean the principal chief of the Choctaw Nation and the governor of the Chickasaw Nation.

3. The words "member" or "members" and "citizen" or "citizens" shall be held to mean members or citizens of the Choctaw or Chickasaw tribe of Indians in Indian Territory, not including freedmen.

4. The term "Atoka agreement" shall be held to mean the agreement made by the Commission to the Five Civilized Tribes with the commissioners representing the Choctaw and Chickasaw tribes of Indians at Atoka, Indian Territory, and embodied in the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight. (30 Stats., 495.)

5. The word "minor" shall be held to mean males under the age of twenty-one years and females under the age of eighteen years.

6. The word "select" and its various modifications, as applied to allotments and homesteads, shall be held to mean the formal application at the land office, to be established by the Commission to the Five Civilized Tribes for the Choctaw and Chickasaw nations, for particular tracts of land.

7. Every word in this agreement importing the masculine gender may extend and be applied to females as well as males, and the use of the plural may include also the singular, and vice versa.

8. The terms "allottable lands" or "lands allottable" shall be deemed to mean all the lands of the Choctaw and Chickasaw tribes not herein reserved from allotment.

#### APPRAISEMENT OF LANDS.

9. All lands belonging to the Choctaw and Chickasaw tribes in the Indian Territory, except such as are herein reserved from allotment, shall be appraised at their true value: *Provided*, That in determining such value consideration shall not be given to the location thereof, to any mineral deposits, or to any timber except such pine timber as may have been heretofore estimated by the Commission to the Five Civilized Tribes, and without reference to improvements which may be located thereon.

10. The appraisement as herein provided shall be made by the Commission to the Five Civilized Tribes, and the Choctaw and Chickasaw tribes shall each have a representative to be appointed by the respective executives to cooperate with the said Commission.

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ALLOTMENT OF LANDS.

11. There shall be allotted to each member of the Choctaw and Chickasaw tribes, as soon as practicable after the approval by the Secretary of the Interior of his enrollment as herein provided, land equal in value to three hundred and twenty acres of the average allottable land of the Choctaw and Chickasaw nations, and to each Choctaw and Chickasaw freedman, as soon as practicable after the approval by the Secretary of the Interior of his enrollment, land equal in value to forty acres of the average allottable land of the Choctaw and Chickasaw nations; to conform, as nearly as may be, to the areas and boundaries established by the Government survey, which land may be selected by each allottee so as to include his improvements. For the purpose of making allotments and designating homesteads hereunder, the forty-acre or quarter-quarter subdivisions established by the Government survey may be dealt with as if further subdivided into four equal parts in the usual manner, thus making the smallest legal subdivision ten acres, or a quarter of a quarter of a quarter of a section.

12. Each member of said tribes shall, at the time of the selection of his allotment, designate as a homestead out of said allotment land equal in value to one hundred and sixty acres of the average allottable land of the Choctaw and Chickasaw nations, as nearly as may be, which shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment, and separate certificate and patent shall issue for said homestead.

13. The allotment of each Choctaw and Chickasaw freedman shall be inalienable during the lifetime of the allottee, not exceeding twenty-one years from the date of certificate of allotment.

14. When allotments as herein provided have been made to all citizens and freedmen, the residue of lands not herein reserved or otherwise disposed of, if any there be, shall be sold at public auction under rules and regulations and on terms to be prescribed by the Secretary of the Interior, and so much of the proceeds as may be necessary for equalizing allotments shall be used for that purpose, and the balance shall be paid into the Treasury of the United States to the credit of the Choctaws and Chickasaws and distributed per capita as other funds of the tribes.

15. Lands allotted to members and freedmen shall not be affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under this act, nor shall such lands be sold except as herein provided.

16. All lands allotted to the members of said tribes, except such land as is set aside to each for a homestead as herein provided, shall be alienable after issuance of patent as follows: One-fourth in acreage in one year, one-fourth in acreage in three years, and the balance in five years; in each case from date of patent: *Provided*, That such land shall not be alienable by the allottee or his heirs at any time before the expiration of the Choctaw and Chickasaw tribal governments for less than its appraised value.

17. If, for any reason, an allotment should not be selected, or a homestead designated by or on behalf of any member or freedman, it shall be the duty of said Commission to make said selection and designation.

18. In the making of allotments and in the designation of homesteads for members of said tribes, under the provisions of this agreement, said Commission shall not be required to divide lands into tracts of less than the smallest legal subdivision provided for in paragraph eleven hereof.

19. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any member of the Choctaw or Chickasaw tribes to enclose, or hold possession of in any manner, by himself or through another, directly or indirectly, more lands in value than that of three hundred and twenty acres of average allottable lands of the Choctaw and Chickasaw nations, as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children, if members of said tribes; and any member of said tribes found in such possession of lands, or having the same in any manner enclosed, after the expiration of ninety days after the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

20. It shall be unlawful after ninety days after the date of the final ratification of this agreement for any Choctaw or Chickasaw freedman to enclose or hold possession of in any manner, by himself or through another, directly or indirectly, more than so much land as shall be equal in value to forty acres of the average allottable lands of the Choctaw and Chickasaw tribes as provided by the terms of this agreement, either for himself or for his wife, or for each of his minor children, if they be Choctaw or Chickasaw freedmen; and any freedman found in such possession of lands, or having the same in any manner enclosed after the expiration of ninety days after

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the date of the final ratification of this agreement, shall be deemed guilty of a misdemeanor.

21. Any person convicted of violating any of the provisions of sections 19 and 20 of this agreement shall be punished by a fine not less than one hundred dollars, and shall stand committed until such fine and costs are paid (such commitment not to exceed one day for every two dollars of said fine and costs) and shall forfeit possession of any property in question, and each day on which such offense is committed or continues to exist shall be deemed a separate offense. And the United States district attorneys for the districts in which said nations are situated are required to see that the provisions of said sections are strictly enforced, and they shall immediately after the expiration of ninety days after the date of the final ratification of this agreement proceed to dispossess all persons of such excessive holdings of lands, and to prosecute them for so unlawfully holding the same. And the Commission to the Five Civilized Tribes shall have authority to make investigation of all violations of sections 19 and 20 of this agreement, and make report thereon to the United States district attorneys.

22. If any person whose name appears upon the rolls, prepared as herein provided, shall have died subsequent to the ratification of this agreement and before receiving his allotment of land the lands to which such person would have been entitled if living shall be allotted in his name, and shall, together with his proportionate share of other tribal property, descend to his heirs according to the laws of descent and distribution as provided in chapter forty-nine of Mansfield's Digest of the Statutes of Arkansas: *Provided*, That the allotment thus to be made shall be selected by a duly appointed administrator or executor. If, however, such administrator or executor be not duly and expeditiously appointed, or fails to act promptly when appointed, or for any other cause such selection be not so made within a reasonable and practicable time, the Commission to the Five Civilized Tribes shall designate the lands thus to be allotted.

23. Allotment certificates issued by the Commission to the Five Civilized Tribes shall be conclusive evidence of the right of any allottee to the tract of land described therein; and the United States Indian agent at the Union Agency shall, upon the application of the allottee, place him in possession of his allotment, and shall remove therefrom all persons objectionable to such allottee; and the acts of the Indian agent hereunder shall not be controlled by the writ or process of any court.

24. Exclusive jurisdiction is hereby conferred upon the Commission to the Five Civilized Tribes to determine, under the direction of the Secretary of the Interior, all matters relating to the allotment of land.

EXCESSIVE HOLDINGS.

25. After the opening of a land office for allotment purposes in both the Choctaw and the Chickasaw nations any citizen or freedman of either of said nations may appear before the Commission to the Five Civilized Tribes at the land office in the nation in which his land is located and make application for his allotment and for allotments for members of his family and for other persons for whom he is lawfully authorized to apply for allotments, including homesteads, and after the expiration of ninety days following the opening of such land offices any such applicant may make allegation that the land or any part of the land that he desires to have allotted is held by another citizen or person in excess of the amount of land to which said citizen or person is lawfully entitled, and that he desires to have said land allotted to him or members of his family as herein provided; and thereupon said Commission shall serve notice upon the person so alleged to be holding land in excess of the lawful amount to which he may be entitled, said notice to set forth the facts alleged and the name and post-office address of the person alleging the same, and the rights and consequences herein provided, and the person so alleged to be holding land contrary to law shall be allowed thirty days from the date of the service of said notice in which to appear at one of said land offices and to select his allotment and the allotments he may be lawfully authorized to select, including homesteads; and if at the end of the thirty days last provided for the person upon whom said notice has been served has not selected his allotment and allotments as provided, then the Commission to the Five Civilized Tribes shall immediately make or reserve said allotments for the person or persons who have failed to act in accordance with the notice aforesaid, having due regard for the best interest of said allottees; and after such allotments have been made or reserved by said Commission, then all other lands held or claimed or previously held or claimed by said person or persons shall be deemed a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such: *Provided*, That any persons who have previously applied for any

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part of said lands shall have a prior right of allotment of the same in the order of their applications and as their lawful rights may appear.

If any citizen or freedman of the Choctaw and Chickasaw nations shall not have selected his allotment within twelve months after the date of the opening of said land offices in said nations, if not herein otherwise provided, and provided that twelve months shall have elapsed from the date of the approval of his enrollment by the Secretary of the Interior, then the Commission to the Five Civilized Tribes may immediately proceed to select an allotment, including a homestead, for such person, said allotment and homestead to be selected as the Commission may deem for the best interest of said person, and the same shall be of the same force and effect as if such selection had been made by such citizen or freedman in person, and all lands held or claimed by persons for whom allotments have been selected by the Commission as provided, and in excess of the amount included in said allotments, shall be a part of the public domain of the Choctaw and Chickasaw nations and be subject to disposition as such.

RESERVATIONS.

26. The following lands shall be reserved from the allotment of lands herein provided for:

(a) All lands set apart for town sites either by the terms of the Atoka agreement, the act of Congress of May 31, 1900 (31 Stats., 221), as herein assented to, or by the terms of this agreement.

(b) All lands to which, at the date of the final ratification of this agreement, any railroad company may under any treaty or act of Congress have a vested right for right of way, depots, station grounds, water stations, stock yards, or similar uses connected with the maintenance and operation of the railroad.

(c) The strip of land lying between the city of Fort Smith, Arkansas, and the Arkansas and Poteau rivers, extending up the said Poteau River to the mouth of Mill Creek.

(d) All lands which shall be segregated and reserved by the Secretary of the Interior on account of their coal or asphalt deposits, as hereinafter provided. And the lands selected by the Secretary of the Interior at and in the vicinity of Sulphur in the Chickasaw Nation, under the cession to the United States hereunder made by said tribes.

(e) One hundred and sixty acres for Jones' Academy.

(f) One hundred and sixty acres for Tuskahoma Female Seminary.

(g) One hundred and sixty acres for Wheelock Orphan Seminary.

(h) One hundred and sixty acres for Armstrong Orphan Academy.

(i) Five acres for capitol building of the Choctaw Nation.

(j) One hundred and sixty acres for Bloomfield Academy.

(k) One hundred and sixty acres for Lebanon Orphan Home.

(l) One hundred and sixty acres for Harley Institute.

(m) One hundred and sixty acres for Rock Academy.

(n) One hundred and sixty acres for Collins Institute.

(o) Five acres for the capitol building of the Chickasaw Nation.

(p) Eighty acres for J. S. Murrow.

(q) Eighty acres for H. R. Schermerhorn.

(r) Eighty acres for the widow of R. S. Bell.

(s) A reasonable amount of land, to be determined by the town-site commissioners, to include all tribal court-houses and jails and other tribal public buildings.

(t) Five acres for any cemetery located by the town-site commissioners prior to the date of the final ratification of this agreement.

(u) One acre for any church under the control of and used exclusively by the Choctaw or Chickasaw citizens at the date of the final ratification of this agreement.

(v) One acre each for all Choctaw or Chickasaw schools under the supervision of the authorities of the Choctaw or Chickasaw nations and officials of the United States.

And the acre so reserved for any church or school in any quarter section of land shall be located when practicable in a corner of such quarter section lying adjacent to the section line thereof.

ROLLS OF CITIZENSHIP.

27. The rolls of the Choctaw and Chickasaw citizens and Choctaw and Chickasaw freedmen shall be made by the Commission to the Five Civilized Tribes, in strict compliance with the act of Congress approved June 28, 1898 (30 Stats., 495), and the act of Congress approved May 31, 1900 (31 Stats., 221), except as herein otherwise provided: *Provided*, That no person claiming right to enrollment and allotment and dis-

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tribution of tribal property, by virtue of a judgment of the United States court in the Indian Territory under the act of June 10, 1896 (29 Stats., 321), and which right is contested by legal proceedings instituted under the provisions of this agreement, shall be enrolled or receive allotment of lands or distribution of tribal property until his right thereto has been finally determined.

28. The names of all persons living on the date of the final ratification of this agreement entitled to be enrolled, as provided in section 27 hereof, shall be placed upon the rolls made by said Commission; and no child born thereafter to a citizen or freedman and no person intermarried thereafter to a citizen shall be entitled to enrollment or to participate in the distribution of the tribal property of the Choctaws and Chickasaws.

29. No person whose name appears upon the rolls made by the Commission to the Five Civilized Tribes as a citizen or freedman of any other tribe shall be enrolled as a citizen or freedman of the Choctaw or Chickasaw nations.

30. For the purpose of expediting the enrollment of the Choctaw and Chickasaw citizens and Choctaw and Chickasaw freedmen, the said Commission shall, from time to time, and as early as practicable, forward to the Secretary of the Interior lists upon which shall be placed the names of those persons found by the Commission to be entitled to enrollment. The lists thus prepared, when approved by the Secretary of the Interior, shall constitute a part and parcel of the final rolls of citizens of the Choctaw and Chickasaw tribes and of Choctaw and Chickasaw freedmen, upon which allotment of land and distribution of other tribal property shall be made as herein provided. Lists shall be made up and forwarded when contests of whatever character shall have been determined, and when there shall have been submitted to and approved by the Secretary of the Interior lists embracing names of all those lawfully entitled to enrollment, the rolls shall be deemed complete. The rolls so prepared shall be made in quintuplicate, one to be deposited with the Secretary of the Interior, one with the Commissioner of Indian Affairs, one with the principal chief of the Choctaw Nation, one with the governor of the Chickasaw Nation, and one to remain with the Commission to the Five Civilized Tribes.

31. It being claimed and insisted by the Choctaw and Chickasaw nations that the United States courts in the Indian Territory, acting under the act of Congress approved June 10, 1896, have admitted persons to citizenship or to enrollment as such citizens in the Choctaw and Chickasaw nations, respectively, without notice of the proceedings in such courts being given to each of said nations; and it being insisted by said nations that, in such proceedings, notice to each of said nations was indispensable, and it being claimed and insisted by said nations that the proceedings in the United States courts in the Indian Territory, under the said act of June 10, 1896, should have been confined to a review of the action of the Commission to the Five Civilized Tribes, upon the papers and evidence submitted to such Commission, and should not have extended to a trial de novo of the question of citizenship; and it being desirable to finally determine these questions, the two nations, jointly, or either of said nations acting separately and making the other a party defendant, may, within 90 days after this agreement becomes effective, by a bill in equity filed in the Choctaw and Chickasaw citizenship court hereinafter named, seek the annulment and vacation of all such decisions by said courts. Ten persons so admitted to citizenship or enrollment by said courts, with notice to one but not to both of said nations, shall be made defendants to said suit as representatives of the entire class of persons similarly situated, the number of such persons being too numerous to require all of them to be made individual parties to the suit; but any person so situated may, upon his application, be made a party defendant to the suit. Notice of the institution of said suit shall be personally served upon the chief executive of the defendant nation, if either nation be made a party defendant as aforesaid, and upon each of said ten representative defendants, and shall also be published for a period of four weeks in at least two weekly newspapers having general circulation in the Choctaw and Chickasaw nations. Such notice shall set forth the nature and prayer of the bill, with the time for answering the same, which shall not be less than thirty days after the last publication. Said suit shall be determined at the earliest practicable time, shall be confined to a final determination of the questions of law here named, and shall be without prejudice to the determination of any charge or claim that the admission of such persons to citizenship or enrollment by said United States courts in the Indian Territory was wrongfully obtained, as provided in the next section. In the event said citizenship judgments or decisions are annulled or vacated in the test suit hereinbefore authorized, because of either or both of the irregularities claimed and insisted upon by said nations as aforesaid, then the files, papers, and proceedings in any citizenship case in which the judgment or decision is so annulled or vacated shall, upon written application therefor, made within ninety days thereafter by any



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party thereto, who is thus deprived of a favorable judgment upon his claimed citizenship, be transferred and certified to said citizenship court by the court having custody and control of such files, papers, and proceedings, and, upon the filing in such citizenship court of the files, papers, and proceedings in any such citizenship case, accompanied by due proof that notice in writing of the transfer and certification thereof has been given to the chief executive officer of each of said nations, said citizenship case shall be docketed in said citizenship court, and such further proceedings shall be had therein in that court as ought to have been had in the court to which the same was taken on appeal from the Commission to the Five Civilized Tribes, and as if no judgment or decision had been rendered therein.

32. Said citizenship court shall also have appellate jurisdiction over all judgments of the courts in Indian Territory rendered under said act of Congress of June tenth, eighteen hundred and ninety-six, admitting persons to citizenship or to enrollment as citizens in either of said nations. The right of appeal may be exercised by the said nations jointly or by either of them acting separately at any time within six months after this agreement is finally ratified. In the exercise of such appellate jurisdiction said citizenship court shall be authorized to consider, review, and revise all such judgments, both as to findings of fact and conclusions of law, and may, wherever in its judgment substantial justice will thereby be subserved, permit either party to any such appeal to take and present such further evidence as may be necessary to enable said court to determine the very right of the controversy. And said court shall have power to make all needful rules and regulations prescribing the manner of taking and conducting said appeals and of taking additional evidence therein. Such citizenship court shall also have like appellate jurisdiction and authority over judgments rendered by such courts under the said act denying claims to citizenship or to enrollment as citizens in either of said nations. Such appeals shall be taken within the time hereinbefore specified and shall be taken, conducted, and disposed of in the same manner as appeals by the said nations, save that notice of appeals by citizenship claimants shall be served upon the chief executive officer of both nations: *Provided*, That paragraphs thirty-one, thirty-two, and thirty-three hereof shall go into effect immediately after the passage of this act by Congress.

33. A court is hereby created to be known as the Choctaw and Chickasaw citizenship court, the existence of which shall terminate upon the final determination of the suits and proceedings named in the last two preceding sections, but in no event later than the thirty-first day of December, nineteen hundred and three. Said court shall have all authority and power necessary to the hearing and determination of the suits and proceedings so committed to its jurisdiction, including the authority to issue and enforce all requisite writs, process and orders, and to prescribe rules and regulations for the transaction of its business. It shall also have all the powers of a circuit court of the United States in compelling the production of books, papers, and documents, the attendance of witnesses, and in punishing contempt. Except where herein otherwise expressly provided, the pleadings, practice, and proceedings in said court shall conform, as near as may be, to the pleadings, practice, and proceedings in equity causes in the circuit courts of the United States. The testimony shall be taken in court or before one of the judges, so far as practicable. Each judge shall be authorized to grant, in vacation or recess, interlocutory orders and to hear and dispose of interlocutory motions not affecting the substantial merits of the case. Said court shall have a chief judge and two associate judges, a clerk, a stenographer, who shall be deputy clerk, and a bailiff. The judges shall be appointed by the President, by and with the advice and consent of the Senate, and shall each receive a compensation of five thousand dollars per annum and his necessary and actual traveling and personal expenses while engaged in the performance of his duties. The clerk, stenographer, and bailiff shall be appointed by the judges, or a majority of them, and shall receive the following yearly compensation: Clerk, two thousand four hundred dollars; stenographer, twelve hundred dollars; bailiff, nine hundred dollars. The compensation of all these officers shall be paid by the United States in monthly installments. The moneys to pay said compensation are hereby appropriated, and there is also hereby appropriated the sum of five thousand dollars, or so much thereof as may be necessary, to be expended under the direction of the Secretary of the Interior, to pay such contingent expenses of said court and its officers as to such Secretary may seem proper. Said court shall have a seal, shall sit at such place or places in the Choctaw and Chickasaw nations as the judges may designate, and shall hold public sessions, beginning the first Monday in each month, so far as may be practicable or necessary. Each judge and the clerk and deputy clerk shall be authorized to administer oaths. All writs and process issued by said court shall be served by the United States marshal for the district in which the service is to be had. The fees for serving process and the fees of witnesses shall be paid by the

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party at whose instance such process is issued or such witnesses are subpœnaed, and the rate or amount of such fees shall be the same as is allowed in civil causes in the circuit court of the United States for the western district of Arkansas. No fees shall be charged by the clerk or other officers of said court. The clerk of the United States court in Indian Territory, having custody and control of the files, papers, and proceedings in the original citizenship cases, shall receive a fee of two dollars and fifty cents for transferring and certifying to the citizenship court the files, papers, and proceedings in each case, without regard to the number of persons whose citizenship is involved therein, and said fee shall be paid by tne person applying for such transfer and certification. The judgment of the citizenship court in any or all of the suits or proceedings so committed to its jurisdiction shall be final. All expenses necessary to the proper conduct, on behalf of the nations, of the suits and proceedings provided for in this and the two preceding sections shall be incurred under the direction of the executives of the two nations, and the Secretary of the Interior is hereby authorized, upon certificate of said executives, to pay such expenses as in his judgment are reasonable and necessary out of any of the joint funds of said nations in the Treasury of the United States.

34. During the ninety days first following the date of the final ratification of this agreement, the Commission to the Five Civilized Tribes may receive applications for enrollment only of persons whose names are on the tribal rolls, but who have not heretofore been enrolled by said Commission, commonly known as "delinquents," and such intermarried white persons as may have married recognized citizens of the Choctaw and Chickasaw nations in accordance with the tribal laws, customs, and usages on or before the date of the passage of this act by Congress, and such infant children as may have been born to recognized and enrolled citizens on or before the date of the final ratification of this agreement; but the application of no person whomsoever for enrollment shall be received after the expiration of the said ninety days: *Provided*, That nothing in this section shall apply to any person or persons making application for enrollment as Mississippi Choctaws, for whom provision has herein otherwise been made.

35. No person whose name does not appear upon the rolls prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw tribes, and those whose names appear thereon shall participate in the manner set forth in this agreement: *Provided*, That no allotment of land or other tribal property shall be made to any person, or to the heirs of any person whose name is on the said rolls and who died prior to the date of the final ratification of this agreement. The right of such person to any interest in the lands or other tribal property shall be deemed to have become extinguished and to have passed to the tribe in general upon his death before the date of the final ratification of this agreement, and any person or persons who may conceal the death of anyone on said rolls as aforesaid, for the purpose of profiting by the said concealment, and who shall knowingly receive any portion of any land or other tribal property, or of the proceeds so arising from any allotment prohibited by this section, shall be deemed guilty of a felony, and shall be proceeded against as may be provided in other cases of felony, and the penalty for this offense shall be confinement at hard labor for a period of not less than one year nor more than five years, and in addition thereto a forfeiture to the Choctaw and Chickasaw nations of the lands, other tribal property, and proceeds so obtained.

CHICKASAW FREEDMEN.

36. Authority is hereby conferred upon the Court of Claims to determine the existing controversy respecting the relations of the Chickasaw freedmen to the Chickasaw Nation and the rights of such freedmen in the lands of the Choctaw and Chickasaw nations under the third article of the treaty of eighteen hundred and sixty-six, between the United States and the Choctaw and Chickasaw nations, and under any and all laws subsequently enacted by the Chickasaw legislature or by Congress.

37. To that end the Attorney-General of the United States is hereby directed, on behalf of the United States, to file in said Court of Claims, within sixty days after this agreement becomes effective, a bill of interpleader against the Choctaw and Chickasaw nations and the Chickasaw freedmen, setting forth the existing controversy between the Chickasaw Nation and the Chickasaw freedmen and praying that the defendants thereto be required to interplead and settle their respective rights in such suit.

38. Service of process in the suit may be had on the Choctaw and Chickasaw nations, respectively, by serving upon the principal chief of the former and the governor of the latter a certified copy of the bill, with a notice of the time for answering

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the same, which shall not be less than thirty nor more than sixty days after such service, and may be had upon the Chickasaw freedmen by serving upon each of three known and recognized Chickasaw freedmen a certified copy of the bill, with a like notice of the time for answering the same, and by publishing a notice of the commencement of the suit, setting forth the nature and prayer of the bill, with the time for answering the same, for a period of three weeks in at least two weekly newspapers having general circulation in the Chickasaw Nation.

39. The Choctaw and Chickasaw nations, respectively, may in the manner prescribed in sections twenty-one hundred and three to twenty-one hundred and six, both inclusive, of the Revised Statutes, employ counsel to represent them in such suit and protect their interests therein; and the Secretary of the Interior shall employ competent counsel to represent the Chickasaw freedmen in said suit and to protect their interest therein; and the compensation of counsel so employed for the Chickasaw freedmen, including all costs of printing their briefs and other incidental expenses on their part, not exceeding six thousand dollars, shall be paid out of the Treasury of the United States upon certificate of the Secretary of the Interior setting forth the employment and the terms thereof, and stating that the required services have been duly rendered; and any party feeling aggrieved at the decree of the Court of Claims, or any part thereof, may, within sixty days after the rendition thereof, appeal to the Supreme Court, and in each of said courts the suit shall be advanced for hearing and decision at the earliest practicable time.

40. In the meantime the Commission to the Five Civilized Tribes shall make a roll of the Chickasaw freedmen and their descendants, as provided in the Atoka agreement, and shall make allotments to them as provided in this agreement, which said allotments shall be held by the said Chickasaw freedmen, not as temporary allotments but as final allotments, and in the event that it shall be finally determined in said suit that the Chickasaw freedmen are not, independently of this agreement, entitled to allotments in the Choctaw and Chickasaw lands the Court of Claims shall render a decree in favor of the Choctaw and Chickasaw nations according to their respective interests and against the United States for the value of the lands so alloted to the Chickasaw freedmen as ascertained by the appraisal thereof made by the Commission to the Five Civilized Tribes for the purpose of allotment, which decree shall take the place of the said lands and shall be in full satisfaction of all claims by the Choctaw and Chickasaw nations against the United States or the said freedmen on account of the taking of the said lands for allotment to said freedmen: *Provided*, That nothing contained in this paragraph shall be construed to affect or change the existing status or rights of the two tribes as between themselves respecting the lands taken for allotment to freedmen or the money, if any, recovered as compensation therefor, as aforesaid.

MISSISSIPPI CHOCTAWS.

41. All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stats., 495), as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1830, may, at any time within six months after the date of their identification as Mississippi Choctaws by the said Commission, make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such Commission within one year after the date of their said identification as Mississippi Choctaws shall be enrolled by such Commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to the special provisions herein provided as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said Commission after six months subsequent to the date of the final ratification of this agreement, and in the disposition of such applications all full-blood Mississippi Choctaw Indians and the descendants of any Mississippi Choctaw Indians, whether of full or mixed blood, who received a patent to land under the said fourteenth article of the said treaty of eighteen hundred and thirty who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June twenty-eighth, eighteen hundred and ninety-eight, shall be deemed to be Mississippi Choctaws, entitled to benefits under article fourteen of the said treaty of September twenty-seventh, eighteen hundred and thirty, and to identification as such by said Commission, but this direction or provision shall be deemed to be only a rule of evidence and shall not be invoked by or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood, or who is not the descendant of a Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the right of citizenship in the

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Choctaw Nation. All of said Mississippi Choctaws so enrolled by said Commission shall be upon a separate roll.

42. When any such Mississippi Choctaw shall have in good faith continuously resided upon the lands of the Choctaw and Chickasaw nations for a period of three years, including his residence thereon before and after such enrollment, he shall, upon due proof of such continuous bona fide residence, made in such manner and before such officer as may be designated by the Secretary of the Interior, receive a patent for his allotment, as provided in the Atoka agreement, and he shall hold the lands allotted to him as provided in this agreement for citizens of the Choctaw and Chickasaw nations.

43. Applications for enrollment as Mississippi Choctaws, and applications to have lands set apart to them as such, must be made personally before the Commission to the Five Civilized Tribes. Fathers may apply for their minor children; and if the father be dead, the mother may apply; husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney, in the discretion of said Commission.

44. If within four years after such enrollment any such Mississippi Choctaw, or his heirs or representatives if he be dead, fails to make proof of such continuous bona fide residence for the period so prescribed, or up to the time of the death of such Mississippi Choctaw, in case of his death after enrollment, he, and his heirs and representatives if he be dead, shall be deemed to have acquired no interest in the lands set apart to him, and the same shall be sold at public auction for cash, under rules and regulations prescribed by the Secretary of the Interior, and the proceeds paid into the Treasury of the United States to the credit of the Choctaw and Chickasaw tribes, and distributed per capita with other funds of the tribes. Such lands shall not be sold for less than their appraised value. Upon payment of the full purchase price patent shall issue to the purchaser.

TOWN SITES.

45. The Choctaw and Chickasaw tribes hereby assent to the act of Congress approved May 31, 1900 (31 Stats., 221), in so far as it pertains to town sites in the Choctaw and Chickasaw nations, ratifying and confirming all acts of the Government of the United States thereunder, and consent to a continuance of the provisions of said act not in conflict with the terms of this agreement.

46. As to those town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, as provided in said act of Congress of May 31, 1900, such additional acreage may be added thereto, in like manner as the original town site was set apart, as may be necessary for the present needs and reasonable prospective growth of said town sites, the total acreage not to exceed six hundred and forty acres for each town site.

47. The lands which may hereafter be set aside and reserved for town sites upon the recommendation of the Commission to the Five Civilized Tribes, under the provisions of said act of May 31, 1900, shall embrace such acreage as may be necessary for the present needs and reasonable prospective growth of such town sites, not to exceed six hundred and forty acres for each town site.

48. Whenever any tract of land shall be set aside for town-site purposes, as provided in said act of May 31, 1900, or by the terms of this agreement, which is occupied by any member of the Choctaw or Chickasaw nations, such occupant shall be fully compensated for his improvements thereon, out of the funds of the tribes arising from the sale of town sites, under rules and regulations to be prescribed by the Secretary of the Interior, the value of such improvements to be determined by a board of appraisers, one member of which shall be appointed by the Secretary of the Interior, one by the chief executive of the tribe in which the town site is located, and one by the occupant of the land, said board of appraisers to be paid such compensation for their services as may be determined by the Secretary of the Interior out of any appropriation for surveying, laying out, platting, and selling town sites.

49. Whenever the chief executive of the Choctaw or Chickasaw nation fails or refuses to appoint a town-site commissioner for any town, or to fill any vacancy caused by the neglect or refusal of the town-site commissioner appointed by the chief executive of the Choctaw or Chickasaw nation to qualify or act, or otherwise, the Secretary of the Interior, in his discretion, may appoint a commissioner to fill the vacancy thus created.

50. There shall be appointed, in the manner provided in the Atoka agreement, such additional town-site commissions as the Secretary of the Interior may deem

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necessary, for the speedy disposal of all town sites in said nations: *Provided*, That the jurisdiction of said additional town-site commissions shall extend to such town sites only as shall be designated by the Secretary of the Interior.

51. Upon the payment of the full amount of the purchase price of any lot in any town site in the Choctaw and Chickasaw nations, appraised and sold as herein provided, or sold as herein provided, the chief executives of said nations shall jointly execute, under their hands and the seals of the respective nations and deliver to the purchaser of the said lot, a patent conveying to him all right, title, and interest of the Choctaw and Chickasaw tribes in and to said lot.

52. All town lots in any one town site to be conveyed to one person shall, as far as practicable, be included in one patent, and all patents shall be executed free of charge to the grantee.

53. Such towns in the Choctaw and Chickasaw nations as may have a population of less than two hundred people, not otherwise provided for, and which in the judgment of the Secretary of the Interior should be set aside as town sites, shall have their limits defined not later than ninety days after the final ratification of this agreement, in the same manner as herein provided for other town sites; but in no such case shall more than forty acres of land be set aside for any such town site.

54. All town sites heretofore set aside by the Secretary of the Interior on the recommendation of the Commission to the Five Civilized Tribes, under the provisions of the act of Congress approved May 31, 1900 (31 Stat., 221), with the additional acreage added thereto, and all town sites which may hereafter be set aside, as well as all town sites set aside under the provisions of this agreement having a population of less than two hundred, shall be surveyed, laid out, platted, appraised, and disposed of in a like manner, and with like preference rights accorded to owners of improvements as other town sites in the Choctaw and Chickasaw nations are surveyed, laid out, platted, appraised, and disposed of under the Atoka agreement, as modified or supplemented by the said act of May 31, 1900: *Provided*, That occupants or purchasers of lots in town sites in said Choctaw and Chickasaw nations upon which no improvements have been made prior to the passage of this Act by Congress shall pay the full appraised value of said lots instead of the percentage named in the Atoka agreement.

MUNICIPAL CORPORATIONS.

55. Authority is hereby conferred upon municipal corporations in the Choctaw and Chickasaw nations, with the approval of the Secretary of the Interior, to issue bonds and borrow money thereon for sanitary purposes and for the construction of sewers, lighting plants, waterworks, and schoolhouses, subject to all the provisions of laws of the United States in force in the organized Territories of the United States in reference to municipal indebtedness and issuance of bonds for public purposes; and said provisions of law are hereby put in force in said nations and made applicable to the cities and towns therein the same as if specially enacted in reference thereto; and said municipal corporations are hereby authorized to vacate streets and alleys, or parts thereof, and said streets and alleys, when so vacated, shall become the property of the adjacent property holders.

COAL AND ASPHALT.

56. At the expiration of two years after the final ratification of this agreement all deposits of coal and asphalt which are in lands within the limits of any town site established under the Atoka agreement, or the act of Congress of May 31, 1900, or this agreement, and which are within the exterior limits of any lands reserved from allotment on account of their coal or asphalt deposits, as herein provided, and which are not at the time of the final ratification of this agreement embraced in any then existing coal or asphalt lease, shall be sold at public auction for cash under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as herein provided respecting the proceeds of the sale of coal and asphalt lands.

57. All coal and asphalt deposits which are within the limits of any town site so established, which are at the date of the final ratification of this agreement covered by any existing lease, shall, at the expiration of two years after the final ratification of this agreement, be sold at public auction under the direction of the President as hereinafter provided, and the proceeds thereof disposed of as provided in the last preceding section. The coal or asphalt covered by each lease shall be separately sold. The purchaser shall take such coal or asphalt deposits subject to the existing lease, and shall by the purchase succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribe shall be retained by them.

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58. Within six months after the final ratification of this agreement the Secretary of the Interior shall ascertain, so far as may be practicable, what lands are principally valuable because of their deposits of coal or asphalt, including therein all lands which at the time of the final ratification of this agreement shall be covered by then existing coal or asphalt leases, and within that time he shall, by a written order, segregate and reserve from allotment all of said lands. Such segregation and reservation shall conform to the subdivisions of the Government survey as nearly as may be, and the total segregation and reservation shall not exceed five hundred thousand acres. No lands so reserved shall be allotted to any member or freedman, and the improvements of any member or freedman existing upon any of the lands so segregated and reserved at the time of their segregation and reservation shall be appraised under the direction of the Secretary of the Interior, and shall be paid for out of any common funds of the two tribes in the Treasury of the United States, upon the order of the Secretary of the Interior. All coal and asphalt deposits, as well as other minerals which may be found in any lands not so segregated and reserved, shall be deemed a part of the land and shall pass to the allottee or other person who may lawfully acquire title to such lands.

59. All lands segregated and reserved under the last preceding section, excepting those embraced within the limits of a town site, established as hereinbefore provided, shall, within three years from the final ratification of this agreement and before the dissolution of the tribal governments, be sold at public auction for cash, under the direction of the President, by a commission composed of three persons, which shall be appointed by the President, one on the recommendation of the principal chief of the Choctaw Nation, who shall be a Choctaw by blood, and one on the recommendation of the governor of the Chickasaw Nation, who shall be a Chickasaw by blood. Either of said commissioners may, at any time, be removed by the President for good cause shown. Each of said commissioners shall be paid at the rate of four thousand dollars per annum, the Choctaw commissioner to be paid by the Choctaw Nation, the Chickasaw commissioner to be paid by the Chickasaw Nation, and the third commissioner to be paid by the United States. In the sale of coal and asphalt lands and coal and asphalt deposits hereunder, the commission shall have the right to reject any or all bids which it considers below the value of any such lands or deposits. The proceeds arising from the sale of coal and asphalt lands and coal and asphalt deposits shall be deposited in the Treasury of the United States to the credit of said tribes and paid out per capita to the members of said tribes (freedmen excepted) with the other moneys belonging to said tribes in the manner provided by law. The lands embraced within any coal or asphalt lease shall be separately sold, subject to such lease, and the purchaser shall succeed to all the rights of the two tribes of every kind and character, under the lease, but all advanced royalties received by the tribes shall be retained by them. The lands so segregated and reserved, and not included within any existing coal or asphalt lease, shall be sold in tracts not exceeding in area a section under the Government survey.

60. Upon the recommendation of the chief executive of each of the two tribes, and where in the judgment of the President it is advantageous to the tribes so to do, the sale of any coal or asphalt lands which are herein directed to be sold may be made at any time after the expiration of six months from the final ratification of this agreement, without awaiting the expiration of the period of two years, as hereinbefore provided.

61. No lease of any coal or asphalt lands shall be made after the final ratification of this agreement, the provisions of the Atoka agreement to the contrary notwithstanding.

62. Where any lands so as aforesaid segregated and reserved on account of their coal or asphalt deposits are in this agreement specifically reserved from allotment for any other reason, the sale to be made hereunder shall be only of the coal and asphalt deposits contained therein, and in all other respects the other specified reservation of such lands herein provided for shall be fully respected.

63. The chief executives of the two tribes shall execute and deliver, with the approval of the Secretary of the Interior, to each purchaser of any coal or asphalt lands so sold, and to each purchaser of any coal or asphalt deposits so sold, an appropriate patent or instrument of conveyance conveying to the purchaser the property so sold.

SULPHUR SPRINGS.

64. The two tribes hereby absolutely and unqualifiedly relinquish, cede, and convey unto the United States a tract or tracts of land at and in the vicinity of the village of Sulphur, in the Chickasaw Nation, of not exceeding six hundred and forty acres, to be selected, under the direction of the Secretary of the Interior, within four

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months after the final ratification of this agreement, and to embrace all the natural springs in and about said village, and so much of Sulphur Creek, Rock Creek, Buckhorn Creek, and the lands adjacent to said natural springs and creeks as may be deemed necessary by the Secretary of the Interior for the proper utilization and control of said springs and the waters of said creeks, which lands shall be so selected as to cause the least interference with the contemplated town site at that place consistent with the purposes for which said cession is made, and when selected the ceded lands shall be held, owned, and controlled by the United States absolutely and without any restriction, save that no part thereof shall be platted or disposed of for town-site purposes during the existence of the two tribal governments. Such other lands as may be embraced in a town site at that point shall be disposed of in the manner provided in the Atoka agreement for the disposition of town sites. Within ninety days after the selection of the lands so ceded there shall be deposited in the Treasury of the United States, to the credit of the two tribes, from the unappropriated public moneys of the United States, twenty dollars per acre for each acre so selected, which shall be in full compensation for the lands so ceded, and such moneys shall, upon the dissolution of the tribal governments, be divided per capita among the members of the tribes, freedmen excepted, as are other funds of the tribes. All improvements upon the lands so selected which were lawfully there at the time of the ratification of this agreement by Congress shall be appraised, under the direction of the Secretary of the Interior, at the true value thereof at the time of the selection of said lands, and shall be paid for by warrants drawn by the Secretary of the Interior upon the Treasurer of the United States. Until otherwise provided by law, the Secretary of the Interior may, under rules prescribed for that purpose, regulate and control the use of the water of said springs and creeks and the temporary use and occupation of the lands so ceded. No person shall occupy any portion of the lands so ceded, or carry on any business thereon, except as provided in said rules, and until otherwise provided by Congress the laws of the United States relating to the introduction, possession, sale, and giving away of liquors or intoxicants of any kind within the Indian country or Indian reservations shall be applicable to the lands so ceded, and said lands shall remain within the jurisdiction of the United States court for the southern district of Indian Territory: *Provided, however,* That nothing contained in this section shall be construed or held to commit the Government of the United States to any expenditure of money upon said lands or the improvements thereof, except as provided herein, it being the intention of this provision that in the future the lands and improvements herein mentioned shall be conveyed by the United States to such Territorial or State organization as may exist at the time when such conveyance is made.

MISCELLANEOUS.

65. The acceptance of patents for minors, prisoners, convicts, and incompetents by persons authorized to select their allotments for them shall be sufficient to bind such minors, prisoners, convicts, and incompetents as to the conveyance of all other lands of the tribes.

66. All patents to allotments of land, when executed, shall be recorded in the office of the Commission to the Five Civilized Tribes within said nations in books appropriate for the purpose, until such time as Congress shall make other suitable provision for record of land titles as provided in the Atoka agreement, without expense to the grantee; and such records shall have like effect as other public records.

67. The provisions of section three of the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight (30 Stats., 495), shall not apply to or in any manner affect the lands or other property of the Choctaws and Chickasaws or Choctaw and Chickasaw freedmen.

68. No act of Congress or treaty provision, nor any provision of the Atoka agreement, inconsistent with this agreement, shall be in force in said Choctaw and Chickasaw nations.

69. All controversies arising between members as to their right to select particular tracts of land shall be determined by the Commission of the Five Civilized Tribes.

70. Allotments may be selected and homesteads designated for minors by the father or mother, if members, or by a guardian or curator, or the administrator having charge of their estate, in the order named; and for prisoners, convicts, aged and infirm persons by duly appointed agents under power of attorney; and for incompetents by guardians, curators, or other suitable person akin to them; but it shall be the duty of said Commission to see that said selections are made for the best interests of such parties.

71. After the expiration of nine months after the date of the original selection of an allotment, by or for any citizen or freedmen of the Choctaw or Chickasaw tribes, as provided in this agreement, no contest shall be instituted against such selection.

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72. There shall be paid to each citizen of the Chickasaw Nation, immediately after the approval of his enrollment and right to participate in distribution of tribal property, as herein provided, the sum of forty dollars. Such payment shall be made under the direction of the Secretary of the Interior, and out of the balance of the "arrears of interest" of five hundred and fifty-eight thousand five hundred and twenty dollars and fifty-four cents appropriated by the act of Congress approved June twenty-eighth, eighteen hundred and ninety-eight, entitled "An act for the protection of the people of the Indian Territory, and for other purposes," yet due to the Chickasaws and remaining to their credit in the Treasury of the United States; and so much of such moneys as may be necessary for such payment are hereby appropriated and made available for that purpose, and the balance, if any there be, shall remain in the Treasury of the United States, and be distributed per capita with the other funds of the tribes. And all acts of Congress or other treaty provisions in conflict with this provision are hereby repealed.

73. This agreement shall be binding upon the United States and upon the Choctaw and Chickasaw nations and all Choctaws and Chickasaws, when ratified by Congress and by a majority of the whole number of votes cast by the legal voters of the Choctaw and Chickasaw tribes in the manner following: The principal chief of the Choctaw Nation and the governor of the Chickasaw Nation shall, within one hundred and twenty days after the ratification of this agreement by Congress, make public proclamation that the same shall be voted upon at any special election to be held for that purpose within thirty days.thereafter, on a certain day therein named; and all male citizens of each of the said tribes qualified to vote under the tribal laws shall have a right to vote at the election precinct most convenient to his residence, whether the same be within the bounds of his tribe or not. And if this agreement be ratified by said tribes as aforesaid, the date upon which said election is held shall be deemed to be the date of final ratification.

74. The votes cast in both the Choctaw and Chickasaw nations shall be forthwith returned and duly certified by the precinct officers to the national secretaries of said tribes, and shall be presented by said national secretaries to a board of commissioners consisting of the principal chief and the national secretary of the Choctaw Nation and the governor and national secretary of the Chickasaw Nation and two members of the Commission to the Five Civilized Tribes; and said board shall meet without delay at Atoka, Indian Territory, and canvass and count said votes, and make proclamation of the result.

In witness whereof the said commissioners do hereby affix their names at Washington, District of Columbia, this twenty-first day of March, 1902.

Approved, July 1, 1902.

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# SUPPLIES FOR THE INDIAN SERVICE.



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# PROPOSALS RECEIVED AND CONTRACTS AWARDED

IN

# CHICAGO, ILL.,

## UNDER ADVERTISEMENT OF MARCH 1, 1902.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BACON.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Swift & Co. | Edward A. Cudahy. | Edward Morris. | Reid, Murdoch & Co. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Chicago ..... Ill.. | 100,000 | **95,645** | ***11.76** | | | |
| 2 | Sioux City ..... Iowa.. | 70,000 | **70,000** | | ***11.08** | | |
| 3 | Kansas City ..... Mo.. | 200,000 | **129,690** | | | **11.65** | |
| 4 | | 147,715 | | | | 11.95 | |
| 5 | | 100,000 | | *11.86 | | | |
| 6 | Omaha ..... Nebr.. | 130,000 | **130,000** | | ***11.08** | | |
| 7 | Omaha ..... Nebr.. or St. Joseph, Mo. | 147,715 | | *11.96 | | | |

BARLEY (PEARL).

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8 | Chicago ..... Ill.. | 5,170 | **5,170** | | | | *2.35 |
| 9 | Omaha ..... Nebr.. | 5,170 | | | | | |

BARLEY (ROLLED).

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 10 | Colorado River Agency and School ..... Ariz.. | 46,000 | | | | | |
| 11 | Hackberry (for Truxton Canyon School) ..... Ariz.. | 5,000 | | | | | |
| 12 | Mellen (for Colorado River Agency and School) ..... Ariz.. | 46,000 | **46,000** | | | | |
| 13 | Phoenix School ..... Ariz.. | 50,000 | **50,000** | | | | |
| 14 | Phoenix (for school) ..... Ariz.. | 50,000 | | | | | |
| 15 | Truxton Canyon School .... Ariz.. | 5,000 | **5,000** | | | | |
| 16 | Needles (for Colorado River Agency and School) ..... Cal.. | 46,000 | | | | | |

BARLEY (NOT ROLLED).

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 17 | Rice Station School ..... Ariz.. | 30,000 | (†) | | | | |
| 18 | Rice Station (for school) ... Ariz.. | 30,000 | | | | | |
| 19 | Needles (for Fort Mojave School), Cal. ..... | 25,000 | **25,000** | | | | |
| 20 | Carson School ..... Nev.. | 20,000 | **20,000** | | | | |

BEANS.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 21 | Chicago ..... Ill.. | 228,240 | **235,000** | | | | |
| 22 | | 100,000 | | | | | |
| 23 | Omaha ..... Nebr.. | 228,240 | | | | | |
| 24 | | | | | | | |
| 25 | Omaha School ..... Nebr.. | 800 | | | | | |
| 26 | Winnebago School ..... Nebr.. | 1,200 | | | | | |

* "*Only.*"
† No award; can buy of Indians.
[a] F. o. b.
[b] Per cwt.

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*advertisement of March 1, 1902, for furnishing supplies, etc., for the Indian Service.*

**at which contracts have been awarded.]**

BACON.

| Rollin A. Keyes. | Henry B. Steele. | Adam J. Kasper. | Charles H. Pickens. | John Gandolfo. | Charles H. Searing. | Charles Goldman. | Joseph G. Allred. | Peter Heltman. | Francis J. Dessoir. | Marvin A. Dean. | Nathan Dickinson. | Charles D. Boyles. | Cornelius J. O'Connor. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | | | 7 |

BARLEY (PEARL).

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.41 | b2.34 | a**2.31** | | | | | | | | | | | | 8 |
| | | | 2.75 | | | | | | | | | | | 9 |

BARLEY (ROLLED).

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 2.50 | | | | | | | | | | 10 |
| | | | | | 2.17 | | | | | | | | | 11 |
| | | | | | **1.73** | | | | | | | | | 12 |
| | | | | | | **1.29** | | | | | | | | 13 |
| | | | | | 1.33 | | | | | | | | | 14 |
| | | | | | | **2.05** | | | | | | | | 15 |
| | | | | | | 1.85 | | | | | | | | 16 |

BARLEY (NOT ROLLED).

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 1.90 | | | | | | | 17 |
| | | | | | 1.83 | 1.90 | | | | | | | | 18 |
| | | | | | **1.63** | 1.85 | | | | | | | | 19 |
| | | | | | 1.53 | | | **1.40** | | | | | | 20 |

BEANS.

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2.74 | | | | | | | | | 3.00 | **2.60** | c2.44 | c2.20 | | 21 |
| | | | | | | | | | | | | d1.60 | | 22 |
| | | | e1.80 | | | | | | | | | | | 23 |
| | | | e1.78 | | | | | | | | | | | 24 |
| | | | | | | | | | | | | | 4.00 | 25 |
| | | | | | | | | | | | | | 3.96 | 26 |

c Delivered at the warehouse.
d Delivered at the warehouse; split beans.
e Per bushel.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BEEF, GROSS.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | John V. Vickers. | Henry Barrett. | William W. Sherwood. | Dennis Murphy. | Ernest L. Guillet. | John F. Scrivener. |
|---|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | | |
| 1 | Colorado River Agency and School.....Ariz.. | 95,000 | **95,000** | | | | | | |
| 2 | Fort Apache Agency....Ariz.. | 75,000 | **75,000** | *b* **3.87** | 4.09 | *c* 4.10 | | | |
| 3 | San Carlos Agency .....Ariz.. | 100,000 | **100,000** | *b* **3.43** | | | *b* 4.85 | | |
| 4 | San Carlos School .....Ariz.. | 40,000 | **40,000** | *b* **3.43** | | | *b* 4.85 | | |
| 5 | Ignacio Sub Agency.....Colo.. | 100,000 | (*) | | | | | | 3.23 |
| 6 | Navaho Springs Sub Agency, Colo..... | 125,000 | **125,000** | | | | | **3.37½** | |
| 7 | Blackfoot (for Fort Hall School) .....Idaho.. | 90,000 | | | | | | | |
| 8 | Fort Hall School.....Idaho.. | 90,000 | **90,000** | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | Lemhi Agency and School, Idaho ..... | (*s*) | | | | | | | |
| 13 | Blackfeet Agency (for school), Mont..... | 35,280 | (*u*) | | | | | | |
| 14 | | | | | | | | | |
| 15 | | | | | | | | | |
| 16 | Blackfoot School .....Mont.. | 35,280 | (*u*) | | | | | | |
| 17 | Crow Agency.....Mont.. | 600,000 | **600,000** | | | | | | |
| 18 | | | | | | | | | |
| 19 | | | | | | | | | |
| 20 | | | | | | | | | |
| 21 | Tongue River Agency..Mont.. | 800,000 | **800,000** | | | | | | |
| 22 | | | | | | | | | |
| 23 | | | | | | | | | |
| 24 | | | | | | | | | |
| 25 | Jicarilla Agency .....N. Mex.. | 300,000 | (*) | | | | | | |
| 26 | Standing Rock Agency, N. Dak..... | 457,400 | **457,400** | | | | | | |
| 27 | | | | | | | | | |
| 28 | | | | | | | | | |
| 29 | | | | | | | | | |
| 30 | | | | | | | | | |
| 31 | | | | | | | | | |
| 32 | | | | | | | | | |

* Irwin W. McGrew declined to enter into contract. Check forfeited.
*a* As required.
*b* Specification No. 2.
*c* Monthly deliveries from December until May.
*d* Specification No. 1.
*e* All to be delivered November 1.
*f* Monthly.
*g* Specification No. 3.
*h* All to be delivered between September 1 and October 31.
*i* Monthly, as required.
*j* Monthly, as required.
*k* Specification No. 3.
*l* May.
*m* June.
} All or none.
*n* Monthly, as required.
*o* Specification No. 3.
*p* May.
*q* June.
} Any increase 10 per cent addditional for month in which required. All or none.
*r* Monthly, as required. All or none. Any increase 10 per cent additional for month in which required.
*s* 120,850 pounds called for. None offered.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BEEF, GROSS.

| Irwin W. McGrew. | Henry T. Morgan. | David M. Daniels. | Edward Lavatta. | John G. Brown. | Francis Marion Hodges. | William C. Broadwater. | Joseph H. Sherburne. | Charles J. Hysham. | Paul McCormick. | Isaac M. Humphrey. | William I. Walker. | William C. Badger. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| | | | | | a 4.17 | | | | | | | | 1 |
| | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | 4 |
| d 3.19 | | | | | | | | | | | | | 5 |
| | 3.43 | | | | | | | | | | | | 6 |
| | | a 4.74 | | | | | | | | | | | 7 |
| | | g 4.20 | a 4.54 | a 4.49 | | | | | | | | | 8 |
| | | | e 3.49 | f 4.34 | | | | | | | | | 9 |
| | | | | g 4.24 | | | | | | | | | 10 |
| | | | | h 3.94 | | | | | | | | | 11 |
| | | | | | | | | | | | | | 12 |
| | | | | | | g 4.00 | | | | | | | 13 |
| | | | | | | g 4.25 | | | | | | | 14 |
| | | | | | | g 4.50 | | | | | | | 15 |
| | | | | | | | b 3.79 | | | | | | 16 |
| | | | | | | | | j 4.30 | g 3.67 | t 3.79 | | | 17 |
| | | | | | | | | k 3.65 | g 4.39 | t 4.89 | | | 18 |
| | | | | | | | | l 4.75 | b 4.30 | | | | 19 |
| | | | | | | | | m 4.15 | d 4.40 | | | | 20 |
| | | | | | | | | n 4.30 | g 3.77 | r 4.69 | | | 21 |
| | | | | | | | | o 3.95 | g 4.57 | | | | 22 |
| | | | | | | | | p 4.85 | b 4.39 | | | | 23 |
| | | | | | | | | q 4.10 | d 4.39 | | | | 24 |
| d 3.24 | | | | | | | | | | | | | 25 |
| | | | | | | | | | | | v 4.40 | w 4.05 | 26 |
| | | | | | | | | | | | 3.50 | 3.20 | 27 |
| | | | | | | | | | | | 3.30 | 3.10 | 28 |
| | | | | | | | | | | | 3.40 | 3.00 | 29 |
| | | | | | | | | | | | 3.40 | 3.20 | 30 |
| | | | | | | | | | | | 5.00 | 4.75 | 31 |
| | | | | | | | | | | | 4.90 | 4.69 | 32 |

t Specification No. 3. All or none. Any increase 10 per cent additional for month in which required.
u No award. To be bought of Indians.
v July, $4.40; August, $3.50; September, $3.30; October, $3.40; November, $3.40; May, $5; June, $4.90. Specification No. 3. Any increase shall be at an advance of 10 per cent on price for the month in which required.
w July, $4.05; August, $3.20; September, $3.10; October, $3; November, $3.20; May, $4.75; June, $4.69. Specification No. 3.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | John T. Blanks. | Thomas H. Ellison. | William I. Walker. |
|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | |
| 1 | Cheyenne and Arapahoe Agency ....Okla.. | 300,000 | **300,000** | **4.29** | ..... | ..... |
| 2 | Kiowa Agency .....Okla.. | 300,000 | **300,000** | **4.29** | ..... | ..... |
| 3 | Seger School .....Okla.. | 30,000 | **30,000** | ..... | [a] **4.97** | ..... |
| 4 | Cheyenne River Agency .....S. Dak.. | 80,000 | ..... | ..... | ..... | [b] 5.00 |
| 5 | Crow Creek Agency .....S. Dak.. | 460,000 | **460,000** | ..... | ..... | ..... |
| 6 | | | | | | |
| 7 | Crow Creek Agency and School..... | 460,000 | ..... | ..... | ..... | ..... |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | Lower Brule Agency .....S. Dak.. | 215,000 | **215,000** | ..... | ..... | ..... |
| 12 | | | | | | |
| 13 | Lower Brule Agency and School...S. Dak.. | 215,000 | ..... | ..... | ..... | ..... |
| 14 | Pine Ridge Agency (for agency and school) .....S. Dak.. | 1,098,000 | **1,098,000** | ..... | ..... | ..... |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | Pine Ridge Agency.....S. Dak.. | 1,000,000 | ..... | ..... | ..... | ..... |
| 22 | Pine Ridge .....S. Dak.. | 1,098,000 | ..... | ..... | ..... | ..... |
| 23 | Rosebud Agency .....S. Dak.. | 130,000 | **130,000** | ..... | ..... | ..... |
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | | | | | | |

[a] Two deliveries, one-half in July and one-half in December, $4.97.
[b] Specification No. 1.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

| Colin Macbeth. | George Mead. | John Q. Anderson. | Charles J. Hysham. | | A. A. Spaugh. | Isaac M. Humphrey. | Egbert J. De Bell. | Barlett Richards. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | 1 |
| | | | | | | | | | 2 |
| | | | | | | | | | 3 |
| | | | | | | | | | 4 |
| c 3.92 | | | | | | | | | 5 |
| c 3.32 | | | | | | | | | 6 |
| | d 4.15 | e 3.90 | | | | | | | 7 |
| | 3.95 | | | | | | | | 8 |
| | 4.00 | | | | | | | | 9 |
| | 4.30 | | | | | | | | 10 |
| f 3.73 | | | | | | | | | 11 |
| f 3.33 | | | | | | | | | 12 |
| | | e 3.90 | | | | | | | 13 |
| | | | g 3.80 | 3.90 | | | | | 14 |
| | | | 3.00 | 3.65 | | | | | 15 |
| | | | 3.10 | 4.85 | | | | | 16 |
| | | | 3.85 | 4.00 | | | | | 17 |
| | | | 4.40 | | | | | | 18 |
| | | | 4.60 | | | | | | 19 |
| | | | 4.85 | | | | | | 20 |
| | | | | | j 4.25 | | | h 4.00 | 21 |
| | | | | | | i 3.60 | | | 22 |
| | | | k 3.80 | | | m 3.60 | l 3.70 | | 23 |
| | | | 3.30 | | | 3.50 | 3.65 | | 24 |
| | | | 3.40 | | | 3.40 | 3.35 | | 25 |
| | | | 3.90 | | | 3.30 | 3.60 | | 26 |
| | | | 4.80 | | | 3.40 | 4.25 | | 27 |
| | | | 3.90 | | | 4.40 | 4.65 | | 28 |
| | | | | | | 4.80 | 4.70 | | 29 |
| | | | | | | | 4.00 | | 30 |

c As required, July, February, March, April, May, and June, $3.92; August, September, October, November, December, and January, $3.32.

d Every 2 weeks to November 1, then sufficient to last to May. During May and June as required, July, $4.15; August, September, October, and November, $3.95; December, January, February, and March, $4; April, May, and June, $4.30.

e As required, $3.90.

f As required, July, February, March, April, May, and June, $3.73; August, September, October, November, December, and January, $3.33.

g As required, July, $3.80; August, September, October, and November, $3; December, $3.10; January, $3.85; February and March, $4.40; April, $4.60; May, $4.85; June, $3.90. Specification No. 3, July to November and enough to last till May, $3.65; May, $4.85; June, $4. All or none.

h Specification No. 3, July, $4; August, $3.80; September and October, and sufficient to last until May, $3.70; May, $4.80; June, $4.50. Any increase, 10 per cent advance for month in which required.

i As required, July, $3.60; August, $3.50; September, $3.40; October and November, $3.30; December, $3.40; January, $4.40; February, March, April, May, and June, $4.80. All or none. Twenty per cent increase for any additional amount for month in which required.

j July, $4.25; August, $4; September, $3.75; October, $3.50; November, $3.25; December, $3.45; January, $3.75; February, $4.25; March, $4.75; April, $5.05; May, $5.05; June, $4.75.

k As required, July, $3.80; August, September, October, and November, $3.30; December, $3.40; January, $3.90; February, March, April, and May, $4.80; June, $3.90. Any increase to be at 10 per cent additional for month in which required. All or none.

l Monthly as required, July, $3.70; August, $3.65; September, October, and November, $3.35; December, $3.60; January, $4.25; February and March, $4.65; April and May, $4.70; June, $4.

m As required, July, $3.60; August, $3.50; September, $3.40; October and November, $3.30; December, $3.40; January, $4.40; February, March, April, May, and June, $4.80. All or none. Any additional amount, 20 per cent advance for month in which required

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BEEF, GROSS—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | George Mead. | Harden Bennion. |
|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | |
| 1 | Ouray Agency (for agency and school) ..Utah.. | 248,000 | ..... | a 3.98 | ..... |
| 2 | Ouray Agency .....Utah.. | 230,000 | **230,000** | ..... | b **3.73** |
| 3 | Ouray School .....Utah.. | 18,000 | **18,000** | ..... | b **3.73** |
| 4 | Uintah Agency .....Utah.. | 100,000 | **100,000** | a 3.98 | b **3.73** |
| 5 | Uintah Agency, for White River Utes ..... | 60,000 | **60,000** | a 3.98 | b **3.73** |
| 6 | Uintah School .....Utah.. | 25,000 | **25,000** | a 3.98 | b **3.73** |
| 7 | Lac du Flambeau School .....Wis.. | (c) | ..... | ..... | ..... |
| 8 | Shoshone Agency .....Wyo.. | 683,000 | **683,000** | ..... | ..... |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | Shoshone and Arapaho Agencies .....Wyo.. | 683,000 | ..... | ..... | ..... |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | Shoshone Agency (Arapahos).....Wyo.. | 300,000 | ..... | ..... | ..... |
| 17 | Issue Station and Shoshone School ..... | 383,000 | ..... | ..... | ..... |

a Monthly, or as is required.
b As required.
c 45,000 pounds called for. None offered.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BEEF, GROSS—Continued.

| Preston Nutter. | Charles J. Hysham. | George B. West. | Edward P. Alexander. | Paul McCormick. | Eugene Amoretti, jr. | Number. |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| [b] 4.00 | | | | | | 2 |
| [b] 4.00 | | | | | | 3 |
| [b] 4.00 | | | | | | 4 |
| [b] 4.00 | | | | | | 5 |
| [b] 4.00 | | | | | | 6 |
| | | | | | | 7 |
| | [d] 3.97 | [b] 3.99 | | | | 8 |
| | [e] 4.40 | | | | | 9 |
| | [f] 4.45 | | | | | 10 |
| | [g] 4.10 | | | | | 11 |
| | | | [h] 4.19 | [i] 3.99 | | 12 |
| | | | | [i] 4.57 | | 13 |
| | | | | [j] 4.70 | | 14 |
| | | | | [k] 4.77 | | 15 |
| | | | | | [l] 3.90 | 16 |
| | | | | | [m] 4.30 | 17 |

[d] As required, July, August, September, October, and November.
[e] As required, December.
[f] As required, January, February, March, April, and May.
[g] As required, June.
} All or none. Any increase 10 per cent additional for month in which required.

[h] As required, $4.19. 5 per cent advance for any increase from July to January, inclusive, and 15 per cent advance for any increase from February to June, inclusive. No award to be made for amount required from February to June, inclusive, unless whole amount is awarded, and no award to be made for amount required in July and August unless amount required from September to January, inclusive, is also awarded.

[i] Specification No. 3.
[j] Specification No. 2.
[k] Specification No. 1.
[l] Specification No. 1, July, August, September, October, and November.
[m] Specification No. 1, December, January, February, March, April, May, and June.
} All or none.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BEEF, NET.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Will Wooster. | Henry Barrett. | John V. Vickers. | John W. Tuck. | Siegfried J. Tribolet. |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 1 | Fort Apache School ..... Ariz.. | 25,000 | **25,000** | 9.50 | **7.25** | 8.97 | ..... | ..... |
| 2 | Fort Mohave School ..... Ariz.. | 30,000 | **30,000** | ..... | ..... | ..... | **9.70** | ..... |
| 3 | Hopi Day Schools..... Ariz.. | 8,000 | (a) | ..... | ..... | ..... | ..... | ..... |
| 4 | Phoenix School..... Ariz.. | 170,000 | **170,000** | ..... | ..... | ..... | ..... | **7.97** |
| 5 | Rice Station School..... Ariz.. | 65,000 | **65,000** | ..... | ..... | ..... | ..... | ..... |
| 6 | Truxton Canyon School ..... Ariz.. | 87,200 | **36,000** | ..... | ..... | ..... | **9.95** | ..... |
| 7 | Western Navaho School..... Ariz.. | 29,000 | **29,000** | ..... | ..... | ..... | ..... | ..... |
| 8 | Fort Yuma School ..... Cal.. | 35,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 9 | Fort Lewis School ..... Colo.. | 80,000 | **80,000** | ..... | ..... | ..... | ..... | ..... |

BEEF, NET—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Fred C. Carroll. | Charles S. Pitkin. | Charles F. Bowman. | Irwin W. McGrew. | John F. Scrivener. |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 10 | Grand Junction School ..... Colo.. | 45,000 | **45,000** | 5.47 | 9.97 | **4.90** | ..... | ..... |
| 11 | Ignacio (for Southern Ute School), Colo ..... | 10,000 | ..... | ..... | ..... | ..... | e7.90 | ..... |
| 12 | Southern Ute School..... Colo.. | 10,000 | ..... | ..... | ..... | ..... | ..... | 9.50 |
| 13 | Toledo (for Sauk and Fox School), Iowa ..... | 12,000 | **12,000** | ..... | ..... | ..... | ..... | ..... |
| 14 | Seneca School..... Ind. T.. | 25,000 | **25,000** | ..... | ..... | ..... | ..... | ..... |
| 15 | Haskell Institute ..... Kans.. | 175,000 | **175,000** | ..... | 7.74 | ..... | ..... | ..... |
| 16 | Kickapoo School..... Kans.. | 16,380 | **16,380** | ..... | ..... | ..... | ..... | ..... |
| 17 | Potawatomi School ..... Kans.. | 25,000 | **25,000** | ..... | ..... | ..... | ..... | ..... |
| 18 | Mount Pleasant School ..... Mich.. | 75,000 | **75,000** | ..... | ..... | ..... | ..... | ..... |
| 19 | | 60,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 20 | Leech Lake Schools ..... Minn.. | (c) | ..... | ..... | ..... | ..... | ..... | ..... |
| 21 | Morris School..... Minn.. | 40,000 | **40,000** | ..... | ..... | ..... | ..... | ..... |
| 22 | Pine Point School ..... Minn.. | (d) | ..... | ..... | ..... | ..... | ..... | ..... |
| 23 | Pipestone School ..... Minn.. | 30,000 | **30,000** | ..... | ..... | ..... | ..... | ..... |
| 24 | Vermilion Lake School..... Minn.. | 40,000 | **40,000** | ..... | ..... | ..... | ..... | ..... |

a Can buy of Indians.
b Bids on 36,000 pounds.
c 46,500 pounds called for. None offered.
d 6,000 pounds called for. None offered.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BEEF, NET.

| Patrick T. Hurley. | Charles S. Pitkin. | Morris D. Belknap. | Denis Murphy. | George A. Olney. | Max C. Bonne. | James C. Phelan. | Charles H. Algert. | Peter B. Hodges. | David Balz. | Robert McNicholas. | Hans Aspaas. | Bertha B. Thompson. | John F. Scrivener. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | | 3 |
| 8.10 | 11.59 | | | | | | | | | | | | | 4 |
| | | g 8.00 | 8.00 | 9.65 | f 8.00 | | | | | | | | | 5 |
| | | | | | | b 10.50 | | | | | | | | 6 |
| | | | | | | | 8.45 | | | | | | | 7 |
| | | | | | | | | e 5.72 | 6.11 | | | | | 8 |
| | | | | | | | | | | 6.47 | 6.98 | 6.90 | 6.23 | 9 |

BEEF, NET—Continued.

| A. J. Schuldt. | Matthew C. Murdock. | Swift & Co. | Schwarzschild & Sulzberger Co. | Charles Wolff. | Charles Thudium. | Carl Hallauer. | Stephen Perkins. | Thomas A. Winans. | William R. Kenedy. | Keenan & Son. | Chatterton & Son. | John J. Cairney. | Joseph L. Denhart. | Charles C. Oppel. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | | | | 12 |
| 7.50 | | | | | | | | | | | | | | | 13 |
| | 7.98 | 10.20 | 9.99 | | | | | | | | | | | | 14 |
| | | 7.42 | 5.98 | 6.45 | 7.74 | | | | | | | | | | 15 |
| | | 9.15 | 10.49 | | | 7.00 | | | | | | | | | 16 |
| | | 9.62 | 10.98 | | | | 8.00 | | | | | | | | 17 |
| | | | | | | | | 6.72 | | | 8.50 | | | | 18 |
| | | | | | | | | | 8.61 | 8.82 | | | | | 19 |
| | | | | | | | | | | | | | | | 20 |
| | | | | | | | | | | | | 8.00 | | | 21 |
| | | | | | | | | | | | | | | | 22 |
| | | | | | | | | | | | | | 7.49 | | 23 |
| | | | | | | | | | | | | | | 10.20 | 24 |

e Forfeited his check.
f 21,600 pounds awarded.
g 43,200 pounds awarded.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BEEF, NET—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Howard M. Coder. | John Manning. | James C. Adams. | William Devine. | Charles B. Power. |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 1 | Fort Peck School .....Mont.. | 42,000 | **42,000** | **7.60** | [a] 7.98 | ..... | ..... | ..... |
| 2 | Fort Shaw School.....Mont.. | 96,000 | **96,000** | ..... | ..... | **6.695** | 7.35 | 6.825 |
| 3 | Genoa School .....Nebr.. | 90,000 | **90,000** | ..... | ..... | ..... | ..... | ..... |
| 4 | Hope School.....Nebr.. | 14,000 | **14,000** | ..... | ..... | ..... | ..... | ..... |
| 5 | Omaha School.....Nebr.. | 17,000 | **17,000** | ..... | ..... | ..... | ..... | ..... |
| 6 | Ponca (for Poncas of Santee Agency), Nebr..... | 6,500 | **6,500** | ..... | ..... | ..... | ..... | ..... |
| 7 | Santee Agency .....Nebr.. | 40,000 | **40,000** | ..... | ..... | ..... | ..... | ..... |
| 8 | Santee School .....Nebr.. | 20,000 | **20,000** | ..... | ..... | ..... | ..... | ..... |
| 9 | Santee Agency and School .....Nebr.. | 60,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 10 | Winnebago School .....Nebr.. | 19,000 | **19,000** | ..... | ..... | ..... | ..... | ..... |
| 11 | Carson School .....Nev.. | 60,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 12 | | 75,000 | **75,000** | ..... | ..... | ..... | ..... | ..... |
| 13 | Pyramid Lake, Nevada Agency.Nev.. | 22,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 14 | Wadsworth (for Nevada Agency and School) .....Nev.. | 22,000 | **22,000** | ..... | ..... | ..... | ..... | ..... |

BEEF, NET—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Alexis Witts. | Emil Kleinwort. | Francis J. Wilson. | Archey Tuton. | Joseph Henry Nations. |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 15 | Albuquerque School.....N. Mex.. | 90,000 | **90,000** | 6.15 | **5.23** | 5.75 | ..... | ..... |
| 16 | Mescalero Agency .....N. Mex.. | 25,000 | **25,000** | ..... | ..... | ..... | **8.50** | ..... |
| 17 | Mescalero School .....N. Mex.. | 35,700 | **35,700** | ..... | ..... | ..... | **8.50** | ..... |
| 18 | Mescalero Agency or School .N. Mex.. | 60,700 | ..... | ..... | ..... | ..... | ..... | [c] 8.98 |
| 19 | Mescalero (for Agency and School), N. Mex..... | 60,700 | ..... | ..... | ..... | ..... | ..... | ..... |
| 20 | Navaho School .....N. Mex.. | 45,000 | ([d]) | ..... | ..... | ..... | ..... | ..... |
| 21 | Santa Fe School .....N. Mex.. | 90,000 | **90,000** | ..... | ..... | ..... | ..... | ..... |
| 22 | Santa Fe.....N. Mex.. | 90,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 23 | Fort Totten School.....N. Dak.. | 75,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 24 | | 72,000 | **72,000** | ..... | ..... | ..... | ..... | ..... |
| 25 | Absentee Shawnee School.....Okla.. | 20,000 | **20,000** | ..... | ..... | ..... | ..... | ..... |
| 26 | Arapaho School .....Okla.. | 32,000 | **32,000** | ..... | ..... | ..... | ..... | ..... |
| 27 | Cantonment School .....Okla.. | 25,000 | **25,000** | ..... | ..... | ..... | ..... | ..... |
| 28 | Cheyenne School .....Okla.. | 40,000 | **40,000** | ..... | ..... | ..... | ..... | ..... |
| 29 | Cheyenne and Arapaho Agency (for Cheyenne School) .....Okla.. | 40,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 30 | Cheyenne and Arapaho Agency (for Arapaho School) .....Okla.. | 32,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 31 | Cheyenne and Arapaho Agency (for Red Moon School).....Okla.. | 13,330 | ..... | ..... | ..... | ..... | ..... | ..... |
| 32 | Cheyenne and Arapaho Agency (for Cantonment School) .....Okla.. | 25,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 33 | Red Moon School.....Okla.. | 13,330 | **13,330** | ..... | ..... | ..... | ..... | ..... |

[a] Bid is for delivery at Fort Peck.
[b] All or none.
[c] As may be required.
[d] Can be bought of Indians.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BEEF, NET—Continued.

| Nils J. Skoog. | Swift & Co. | Conrad Hunn. | John Brown. | George C. Maryatt. | Cornelius J. O'Connor. | Fritz Eggert. | George Ashford. | Nevada Meat Co. | Walter H. Chedic. | John W. Wiggins. | Otto T. Schulz. | Elias O. Olinghouse. | Richard H. Cowles. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | 1 |
| **6.80** | 8.75 | | | | | | | | | | | | | 2 |
| | 8.90 | **7.64** | b6.93 | | | | | | | | | | | 3 |
| | | | | 7.90 | **7.63** | | | | | | | | | 4 |
| | | | | | | **6.21** | | | | | | | | 5 |
| | | | b6.73 | | | **6.21** | | | | | | | | 6 |
| | | | b6.73 | | | **6.21** | | | | | | | | 7 |
| | 8.90 | | | | | | | | | | | | | 8 |
| | | | | | 6.73 | | **6.68** | | | | | | | 9 |
| | | | | | | | | 7.00 | | | | | | 10 |
| | | | | | | | | | 7.50 | 7.70 | **6.95** | | | 11 |
| | | | | | | | | | | | | 11.60 | 11.50 | 12 |
| | | | | | | | | **10.00** | | | | | | 13 |
| | | | | | | | | | | | | | | 14 |

BEEF, NET—Continued.

| Hanson Newman. | Monroe Holloway. | Charles S. Pitkin. | William Farr. | Henry D. Reinken. | Swift & Co. | Schwarzschild & Sulzberger Co. | Burton C. Fuller. | James Devitt. | Emil Schmid. | John H. Sans. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | 15 |
| | | | | | | | | | | | 16 |
| | | | | | | | | | | | 17 |
| | | | | | | | | | | | 18 |
| 9.00 | | | | | | | | | | | 19 |
| | 7.90 | | | | | | | | | | 20 |
| | | 9.64 | **6.90** | | | | | | | | 21 |
| | | | | 7.05 | | | | | | | 22 |
| | | | | | | | 6.62 | | | | 23 |
| | | | | | | | | **6.34** | 7.40 | | 24 |
| | | **9.29** | | | 9.60 | 10.48 | | | | | 25 |
| | | 9.92 | | | | 10.86 | | | | **6.99** | 26 |
| | | | | | | | | | | **8.50** | 27 |
| | | 9.92 | | | | 10.86 | | | | **6.99** | 28 |
| | | | | | 9.80 | | | | | | 29 |
| | | | | | 9.80 | | | | | | 30 |
| | | | | | 9.80 | | | | | | 31 |
| | | | | | 9.80 | | | | | | 32 |
| | | | | | | | | | | **9.00** | 33 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BEEF, NET—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Charles S. Pitkin. | Henry T. Mills. | Schwarzschild & Sulzberger Co. | Thomas H. Ellison. | Swift & Co. | Woodward & Yarnall. | Fred. G. A. Morris. | George W. Simcock. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | *Schools of Kiowa Agency.* | *Pounds.* | *Pounds.* | | | | | | | | |
| 1 | Fort Sill School .....Okla.. | 45,000 | **45,000** | 9.67 | **7.75** | 10.98 | 9.00 | 10.18 | .... | .... | ..... |
| 2 | Rainy Mountain School.Okla.. | 26,500 | **26,500** | 9.92 | **7.50** | 10.98 | 9.96 | ..... | .... | .... | ..... |
| 3 | Riverside School .....Okla.. | 47,275 | **47,275** | ..... | **6.00** | ..... | 9.00 | 10.05 | 6.75 | .... | ..... |
| 4 | Kaw School .....Okla.. | 9,000 | **9,000** | ..... | ..... | ..... | .... | 11.00 | .... | .... | ..... |
| 5 | Osage School .....Okla.. | 35,000 | **35,000** | ..... | ..... | ..... | .... | 10.45 | .... | 9.75 | **8.47** |
| 6 | Pawnee School .....Okla.. | 30,000 | **30,000** | 9.99 | ..... | ..... | .... | 9.95 | .... | .... | ..... |
| 7 | Ponca Agency (for police), Okla..... | 2,190 | **2,190** | ..... | ..... | 10.86 | .... | 11.00 | .... | .... | ..... |
| 8 | Ponca Agency (for school), Okla..... | 26,000 | **26,000** | ..... | ..... | 10.86 | .... | 11.00 | .... | .... | ..... |
| 9 | Oto Agency (for police).Okla.. | 2,190 | **2,190** | ..... | ..... | ..... | .... | 11.00 | .... | .... | ..... |
| 10 | Oto Agency (for school).Okla.. | 21,780 | **21,780** | ..... | ..... | ..... | .... | 11.00 | .... | .... | ..... |
| 11 | Sac and Fox School ....Okla.. | 10,000 | **10,000** | **9.59** | ..... | ..... | .... | 9.70 | .... | .... | ..... |
| 12 | Canton Insane Asylum, S. Dak ..... | 6,000 | (a) | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 13 | Chamberlain School ..S. Dak.. | 25,000 | **25,000** | ..... | ..... | ..... | .... | 9.15 | .... | .... | ..... |
| 14 | Flandreau (for school).S. Dak.. | 100,000 | **116,000** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 15 | Flandreau School[d] ...S. Dak.. | 116,000 | ..... | ..... | ..... | ..... | .... | 9.05 | .... | .... | ..... |
| 16 | Pierre School .....S. Dak.. | 35,000 | **35,000** | ..... | ..... | ..... | .... | **9.10** | .... | .... | ..... |
| 17 | Rapid City School ....S. Dak.. | 35,000 | **35,000** | ..... | ..... | ..... | .... | **9.55** | .... | .... | ..... |
| 18 | Sisseton School .....S. Dak.. | 22,000 | ..... | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 19 | Sisseton Agency (for school), S. Dak ..... | 22,000 | **22,000** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 20 | Yankton Agency and School, S. Dak ..... | 120,000 | ..... | ..... | ..... | ..... | .... | 8.75 | .... | .... | ..... |
| 21 | Yankton Agency .....S. Dak.. | 80,000 | **80,000** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 22 | Yankton School .....S. Dak.. | 40,000 | **40,000** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 23 | Green Bay .....Wis.. | 46,920 | **46,920** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 24 | Green Bay Menomonees.Wis.. | 5,000 | ..... | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 25 | Green Bay School .....Wis.. | 41,920 | ..... | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 26 | Hayward School.....Wis.. | 35,000 | (a) | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 27 | Oneida .....Wis.. | 40,000 | **40,000** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 28 | Tomah Schools .....Wis.. | 58,000 | **58,000** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 29 | Tomah.....Wis.. | 58,000 | ..... | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 30 | Wittenberg .....Wis.. | 24,000 | ..... | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |
| 31 | Wittenberg School.....Wis.. | 24,000 | **24,000** | ..... | ..... | ..... | .... | ..... | .... | .... | ..... |

[a] None offered.
[b] Bid is for delivery at Chamberlain.
[c] All or none.
[d] For school and Flandreau.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BEEF, NET—Continued.

| Fred. Bower. | John H. Manning. | William G. Robbins. | John Q. Anderson. | Anton Schilling. | Gustav W. Rehfeld. | Whipple & Oehler. | John Brown. | George Mead. | C. F. Langdon. | John Berglin. | Louis E. Kalb. | Henry Meinecke. | Reinhard Schwartz. | Christ. Williams. | John Bibelhausen. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | | | | 3 |
| **9.49** | | | | | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | | | | | 5 |
| | **7.23** | | | | | | | | | | | | | | | 6 |
| 8.74 | | **6.99** | | | | | | | | | | | | | | 7 |
| 8.74 | | **6.99** | | | | | | | | | | | | | | 8 |
| 8.74 | | **6.99** | | | | | | | | | | | | | | 9 |
| 8.74 | | **6.99** | | | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | | | | | 12 |
| | | | [b]**8.95** | | | | | | | | | | | | | 13 |
| | | | | [e]**6.71** | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | | | | | 16 |
| | | | | | | | | | | | | | | | | 17 |
| | | | | | 6.94 | | | | | | | | | | | 18 |
| | | | | | | **6.70** | | | | | | | | | | 19 |
| | | | | | | | | | | | | | | | | 20 |
| | | | | | | | [c]6.73 | **6.63** | | | | | | | | 21 |
| | | | | | | | [c]6.73 | **6.63** | | | | | | | | 22 |
| | | | | | | | | | **8.24** | | | | | | | 23 |
| | | | | | | | | | | 8.50 | | | | | | 24 |
| | | | | | | | | | | 8.50 | | | | | | 25 |
| | | | | | | | | | | | | | | | | 26 |
| | | | | | | | | | 8.24 | | **5.50** | | | | | 27 |
| | | | | | | | | | | | | **5.44** | | | | 28 |
| | | | | | | | | | 8.24 | | | | 6.50 | | | 29 |
| | | | | | | | | | 8.24 | | | | | | | 30 |
| | | | | | | | | | | | | | | **6.50** | 7.10 | 31 |

[e] Delivered at the school.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rate

COFFEE.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Lincoln Brown. | Rollin A. Keyes. | Henry B. Steele. | Adam J. Kasper. | Reid, Murdoch & Co. |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 1 | Chicago.....Ill.. | 259,197 | **259,197** | .085 | .0869 | .11¾ | *b*.0780 | *c*.0744 |
| 2 | | | | .0797 | .0844 | .09½ | *b*.0730 | *c*.0731 |
| 3 | | | | .0744 | | .07⅞ | | *c*.0756 |
| 4 | | | | | | .06¼ | | *c*.08¼ |
| 5 | Omaha.....Nebr.. | 259,197 | ..... | ..... | ..... | ..... | ..... | ..... |
| 6 | New York City.....N. Y.. | 259,197 | ..... | ..... | ..... | ..... | ..... | ..... |
| 7 | | | | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |

CORN.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 10 | Omaha and Winnebago Agency.....Nebr.. | 32,600 | **32,600** | ..... | ..... | ..... | ..... | ..... |
| 11 | Omaha School.....Nebr.. | 33,000 | **33,000** | ..... | ..... | ..... | ..... | ..... |
| 12 | Valentine (for Rosebud).....Nebr.. | 116,500 | **133,500** | ..... | ..... | ..... | ..... | ..... |
| 13 | Winnebago School.....Nebr.. | 12,500 | **12,500** | ..... | ..... | ..... | ..... | ..... |
| 14 | Winnebago (for school).....Nebr.. | 45,100 | ..... | ..... | ..... | ..... | ..... | ..... |
| 15 | Carson School.....Nev.. | 3,000 | (*a*) | ..... | ..... | ..... | ..... | ..... |
| 16 | Standing Rock School.....N. Dak.. | 500 | (*a*) | ..... | ..... | ..... | ..... | ..... |
| 17 | Albuquerque (for Zuni School)....N. Mex.. | 8,000 | **8,000** | ..... | ..... | ..... | ..... | ..... |
| 18 | Santa Fe School.....N. Mex.. | 5,000 | **5,000** | ..... | ..... | ..... | ..... | ..... |
| 19 | Anadarko (for Kiowa).....Okla.. | 80,000 | **80,000** | ..... | ..... | ..... | ..... | ..... |
| 20 | Geary (for Cantonment School).....Okla.. | 33,600 | **33,600** | ..... | ..... | ..... | ..... | ..... |
| 21 | Harrison (for Rainy Mountain School), Okla..... | 15,000 | **15,000** | ..... | ..... | ..... | ..... | ..... |
| 22 | Osage School.....Okla.. | 70,000 | **70,000** | ..... | ..... | ..... | ..... | ..... |
| 23 | Pawnee Agency.....Okla.. | 16,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 24 | Pawnee (for agency).....Okla.. | 16,000 | **16,000** | ..... | ..... | ..... | ..... | ..... |
| 25 | Canton Insane Asylum.....S. Dak.. | 2,000 | **2,000** | ..... | ..... | ..... | ..... | ..... |
| 26 | Chamberlain School.....S. Dak.. | 10,000 | **10,000** | ..... | ..... | ..... | ..... | ..... |
| 27 | Chamberlain (for Big White River Issue) Station.....S. Dak.. | 13,500 | **13,500** | ..... | ..... | ..... | ..... | ..... |
| 28 | Cheyenne River Agency and School.S. Dak.. | 160,000 | **160,000** | ..... | ..... | ..... | ..... | ..... |
| 29 | Crow Creek Agency and School....S. Dak.. | 65,000 | **65,000** | ..... | ..... | ..... | ..... | ..... |
| 30 | Lower Brule Agency and School...S. Dak.. | 30,000 | **30,000** | ..... | ..... | ..... | ..... | ..... |
| 31 | Pierre School.....S. Dak.. | 10,000 | (*a*) | ..... | ..... | ..... | ..... | ..... |
| 32 | Pine Ridge Agency.....S. Dak.. | 200,000 | **200,000** | ..... | ..... | ..... | ..... | ..... |
| 33 | Rosebud Agency.....S. Dak.. | 116,500 | **133,500** | ..... | ..... | ..... | ..... | ..... |
| 34 | Springfield (for Hope School).....S. Dak.. | 7,000 | **7,000** | ..... | ..... | ..... | ..... | ..... |
| 35 | Green Bay School.....Wis.. | 6,000 | (*a*) | ..... | ..... | ..... | ..... | ..... |
| 36 | Hayward School.....Wis.. | 12,000 | (*a*) | ..... | ..... | ..... | ..... | ..... |
| 37 | Lac du Flambeau School.....Wis.. | 4,000 | (*a*) | ..... | ..... | ..... | ..... | ..... |

*Per cwt.
*a* No bids received.
*b* F. o. b. "*only*."
*c* "*Only*."
*d* 200,000 pounds awarded for delivery at Rushville at 97 cents, or at Pine Ridge Agency at $1.17 per cwt.
*e* Will deliver at Valentine for 93 cents, or at Rosebud Agency at $1.13.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

COFFEE.

| The Thomson & Taylor Spice Co. | Frederick W. Hannah. | Charles H. Pickens. | John J. O'Rourke. | Francis J. Dessoir. | Arthur E. Burroughs. | John Arbuckle. | Cornelius J. O'Connor. | Charles H. Searing. | George P. Comer. | John. P. Soderstrom. | Edward L. Donahoe. | Edwin F. Sparrow. | George L. Cheeley. | James W. Sanford. | J. Arthur Lake. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| .08 | .0806 | | | | | | | | | | | | | | | 1 |
| **.07¼** | .0776 | | | | | | | | | | | | | | | 2 |
| .07 | .0757 | | | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | | | | 4 |
| | | .08 | | | | | | | | | | | | | | 5 |
| | .0775 | | c. 08¼ | .0812 | *7.30 | *7.85 | | | | | | | | | | 6 |
| | .0746 | | c. 07⅞ | .07625 | *7.10 | *7.55 | | | | | | | | | | 7 |
| | .0726 | | c. 07¼ | .0725 | *7.00 | *7.25 | | | | | | | | | | 8 |
| | | | c. 06⅞ | .06875 | *8.85 | *8.95 | | | | | | | | | | 9 |

CORN

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | **.97** | | | | | | | | | 10 |
| | | | | | | | **.99** | 1.03 | | | | | | | | 11 |
| | | | | | | | | | c.93 | | | | | | | 12 |
| | | | | | | | **.97** | | | | | | | | | 13 |
| | | | | | | | | 1.03 | | | | | | | | 14 |
| | | | | | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | | | | | 16 |
| | | | | | | | | **1.75** | | | | | | | | 17 |
| | | | | | | | | **1.75** | | | | | | | | 18 |
| | | | | | | | | **1.07** | | | | | | | | 19 |
| | | | | | | | | **1.14** | | | | | | | | 20 |
| | | | | | | | | **1.17** | | | | | | | | 21 |
| | | | | | | | | **1.07** | | 1.35 | 1.425 | 1.25 | | | | 22 |
| | | | | | | | | | | | 1.425 | | | | | 23 |
| | | | | | | | | **1.17** | | | | | | | | 24 |
| | | | | | | | | | | | | | **1.25** | | | 25 |
| | | | | | | | | | | | | | | **1.32** | | 26 |
| | | | | | | | | | | | | | | **1.32** | | 27 |
| | | | | | | | | | | | | | | | **1.33** | 28 |
| | | | | | | | | | | | | | | **1.32** | | 29 |
| | | | | | | | | | | | | | | **1.32** | | 30 |
| | | | | | | | | | | | | | | | | 31 |
| | | | | | | | | | d.97 | | | | | | | 32 |
| | | | | | | | | | e1.13 | | | | | | | 33 |
| | | | | | | | | **1.14** | | | | | | | | 34 |
| | | | | | | | | | | | | | | | | 35 |
| | | | | | | | | | | | | | | | | 36 |
| | | | | | | | | | | | | | | | | 37 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

CORN MEAL.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Reid, Murdoch & Co. | D. K. Buzzard. | Charles C. Oppel. | Charles H. Searing. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Chicago.....Ill.. | 99,625 | | [a]0145 | | | |
| 2 | Seneca School.....Ind. T.. | 1,000 | | | 1.80 | | |
| 3 | Tower (for Vermilion Lake School), Minn..... | 2,000 | | | | [b]2.25 | |
| 4 | Kansas City.....Mo.. | 99,625 | | | | | [b]1.23 |
| 5 | Omaha, Nebr., or Kansas City, Mo..... | 99,625 | **140,625** | | | | |
| 6 | Omaha.....Nebr.. | 99,625 | | | | | [b]1.29 |
| 7 | Omaha School.....Nebr.. | 600 | | | | | |
| 8 | Winnebago.....Nebr.. | 2,500 | | | | | |
| 9 | Kaw School.....Okla.. | 500 | | | | | |
| 10 | Osage School.....Okla.. | 1,000 | | | | | |
| 11 | Otoe School.....Okla.. | 600 | | | | | |
| 12 | Pawnee School.....Okla.. | 1,200 | | | | | |
| 13 | Rapid City.....S. Dak.. | 1,000 | | | | | |
| 14 | Casper (for Shoshoni School).....Wyo.. | 800 | | | | | |

CRACKED WHEAT.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 15 | Chicago.....Ill.. | 20,310 | **20,310** | [d].02½ | | | |
| 16 | Park Rapids.....Minn.. | 400 | | | | | |

FEED.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Joseph G. Allred. | Charles H. Searing. | John Gandolfo. |
|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | |
| 17 | Rice Station School.....Ariz.. | 12,000 | **12,000** | [f]1.30 | [f]**2.67** | |
| 18 | Fort Yuma School.....Cal.. | 12,000 | **12,000** | | 2.37 | **1.50** |
| 19 | Fort Lewis School.....Colo.. | 20,000 | **20,000** | | **2.36** | |
| 20 | Grand Junction School.....Colo.. | 30,000 | **30,000** | | 2.25 | |
| 21 | Sauk and Fox School.....Iowa.. | 10,000 | **10,000** | | **1.27** | |
| 22 | Seneca School.....Ind. T.. | 20,000 | | | | |
| 23 | Wyandot (for Seneca School).....Ind. T.. | 20,000 | **20,000** | | [f].97 | |
| 24 | Bena School.....Minn.. | 5,000 | **5,000** | | | |
| 25 | Cass Lake School.....Minn.. | 3,500 | **3,500** | | | |
| 26 | Detroit (for W. Earth School).....Minn.. | 5,000 | **5,000** | | | |
| 27 | Fosston (for Wild Rice River School)..Minn.. | 8,000 | | | | |
| 28 | Morris School.....Minn.. | 4,000 | **4,000** | | | |
| 29 | Park Rapids (for Pine Point School)..Minn.. | 6,000 | **6,000** | | | |
| 30 | Solway (for Red Lake School).....Minn.. | 5,000 | **5,000** | | | |
| 31 | Solway (for Cross Lake School).....Minn.. | 7,000 | **7,000** | | | |
| 32 | Twin Valley (Wild Rice River School).Minn.. | 8,000 | **8,000** | | | |
| 33 | Walker (Leech Lake Chippewas and School), Minn..... | 20,000 | **20,000** | | 1.43 | |

[a] Yellow "*only*."
[b] Per cwt.
[c] Yellow or white.
[d] Per lb. "*only*."
[e] F. o. b. at per cwt.
[f] Bran.
[g] Two-thirds oats; one-third corn.
[h] Bids "*only*."

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded].**

CORN MEAL.

| Nathan W. Wells. | Cornelius J. O'Connor. | Edward L. Donahoe. | John J. McNamara. | Charles H. King. | Electric Light and Milling Co. | Marvin A. Dean. | Rollin A. Keyes. | Adam J. Kasper. | Illinois Cereal Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | 1 |
| | | | | | | | | | | 2 |
| | | | | | | | | | | 3 |
| | | | | | | | | | | 4 |
| c 1.47 | | | | | | | | | | 5 |
| | b 1.30 | | | | | | | | | 6 |
| | b 1.25 | | | | | | | | | 7 |
| | | b 1.60 | | | | | | | | 8 |
| | | b 1.75 | | | | | | | | 9 |
| | | b 1.495 | | | | | | | | 10 |
| | | b 1.495 | | | | | | | | 11 |
| | | | | | | | | | | 12 |
| | | | b 1.55 | | | | | | | 13 |
| | | | | b 2.00 | | | | | | 14 |

CRACKED WHEAT.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | .0225 | .0228 | c 2.14 | b 2.00 | 15 |
| | | | | | b 1.50 | | | | | 16 |

FEED.

| David Roberts. | Sam Williamson. | D. K. Buzzard. | James O. Kauhm. | Electric Light and Milling Co. | Sever S. Stadsvold. | Number. |
|---|---|---|---|---|---|---|
| | | | | | | 17 |
| | | | | | | 18 |
| | | | | | | 19 |
| 1.55 | 1.80 | | | | | 20 |
| | | | | | | 21 |
| | | f 1.03 | | | | 22 |
| | | | | | | 23 |
| | | | 1.54 | | h 1.49 | 24 |
| | | | 1.54 | | h 1.49 | 25 |
| | | | 1.54 | g 1.25 | | 26 |
| | | | | | h 1.29 | 27 |
| | | | 1.59 | | | 28 |
| | | | 1.54 | g 1.40 | | 29 |
| | | | 1.54 | | h 1.34 | 30 |
| | | | 1.54 | | h 1.34 | 31 |
| | | | 1.54 | 1.40 | h 1.34 | 32 |
| | | | 1.45 | | i 1.38 | 33 |

i 10,000 pounds for Leech Lake Chippewas; 10,000 pounds for Leech Lake Schools. Bids "*only.*'
j Feed.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rate

FEED—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Charles H. Searing. | Charles C. Oppel. | James O. Kauhm. | Thos. L. Sloan. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Tower (for Vermilion Lake School), Minn ... | 10,000 | | | 1.50 | | |
| 2 | Vermilion Lake School ..... Minn.. | 10,000 | **10,000** | 1.57 | | **1.45** | |
| 3 | Fort Peck Agency ..... Mont.. | 5,000 | **5,000** | | | **1.87** | |
| 4 | Harlem (for Fort Belknap School), ... Mont.. | 3,000 | **3,000** | | | **1.74** | |
| 5 | Dakota City (for Omaha and Winnbago School), Nebr ..... | 10,000 | | | | | f1.30 |
| 6 | Omaha School ..... Nebr.. | 4,000 | **4,000** | **1.29** | | | |
| 7 | Winnebago School ..... Nebr.. | 6,000 | **6,000** | **1.27** | | | |
| 8 | Albuquerque School ..... N. Mex.. | 30,000 | **30,000** | | | | |
| 9 | Albuquerque (for School), ..... N. Mex.. | 30,000 | | 1.45 | | | |
| 10 | Dulce (for Jicarilla), ..... N. Mex.. | 5,000 | **5,000** | **2.17** | | | |
| 11 | Jicarilla Agency ..... N. Mex.. | 5,000 | | | | | |
| 12 | Santa Fe School ..... N. Mex.. | 10,000 | **10,000** | a1.57 | | | |
| 13 | | 20,000 | **20,000** | b**1.48** | | | |
| 14 | Bismarck (for Fort Bethold), ..... N. Dak.. | 5,000 | | | | 1.44 | |
| 15 | Bismarck (for Standing Rock), ..... N. Dak.. | 79,000 | | | | 1.44 | |
| 16 | Fort Bethold School ..... N. Dak.. | 5,000 | **5,000** | | | **1.84** | |
| 17 | Standing Rock Agency ..... N. Dak.. | 79,000 | **79,000** | | | **1.44** | |
| 18 | Kaw School ..... Okla.. | 10,000 | **10,000** | | | | |
| 19 | Kildare (for Kaw School), ..... Okla.. | 10,000 | | 1.16 | | | |
| 20 | Osage School ..... Okla.. | 8,000 | **8,000** | **1.38** | | | |
| 21 | Canton Insane Asylum ..... S. Dak.. | 5,000 | **5,000** | | | | |
| 22 | Chamberlain School ..... S. Dak.. | 25,000 | (*) | | | | |
| 23 | Cheyenne River Agency and School. S. Dak.. | 90,000 | **90,000** | | | 1.43 | |
| 24 | Crow Creek Schools ..... S. Dak.. | 28,000 | (*) | | | | |
| 25 | Lower Brulé School ..... S. Dak.. | 40,000 | (*) | | | | |
| 26 | Pierre School ..... S. Dak.. | 50,000 | **50,000** | | | **1.39** | |
| 27 | Rapid City School ..... S. Dak.. | 10,000 | **10,000** | | | | |
| 28 | Rosebud Schools ..... S. Dak.. | 30,000 | (*) | | | | |
| 29 | Price, Station (for Uintah School) .... Utah.. | 4,000 | **4,000** | | | | |
| 30 | Green Bay Agency (for School) ..... Wis.. | 20,000 | **20,000** | | | | |
| 31 | Green Bay School ..... Wis.. | 20,000 | | | | 1.40 | |
| 32 | Hayward School ..... Wis.. | 10,000 | **10,000** | | | **1.48** | |
| 33 | Lac du Flambeau School ..... Wis.. | 60,000 | **60,000** | | | b**1.39** | |
| 34 | | 8,000 | **8,000** | | | a**1.39** | |
| 35 | Lac du Flambeau (for School) ..... Wis.. | 60,000 | | b1.33 | | | |
| 36 | Oneida School ..... Wis.. | 5,000 | **5,000** | | | **1.49** | |
| 37 | Shawano (for Green Bay) ..... Wis.. | 20,000 | | 1.38 | | | |
| 38 | Wittenberg School ..... Wis.. | 15,000 | **15,000** | 1.45 | | **1.40** | |

* No bids received.
a Bran.
b Feed.
c 20,000 pounds for agency, 41,000 pounds for Agency School, 12,000 pounds for Agricultural School, 6,000 pounds for Grand River School.
d Bran and shorts.
e Corn and oats.
f Will deliver at Pender, Nebr., at same price.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FEED—Continued.

| David A. Bitner. | Robert E. Putney. | Abraham Staab. | Emmet Wirt. | Samuel R. Hinckley. | John P. Soderstrom. | Edward L. Donahoe. | George L. Chesley. | J. Arthur Lake. | John J. McNamara. | Sam Williamson. | John A. Lieg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | 6 |
| 1.35 | 1.25 | 1.65 | | | | | | | | | | 7 |
| | | | | | | | | | | | | 8 |
| | | | | | | | | | | | | 9 |
| | | | 2.23 | | | | | | | | | 10 |
| | | [a] 1.45 | | [a] 1.59 | | | | | | | | 11 |
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| | | | | | | 1.45 | | | | | | 18 |
| | | | | | [d] 1.20 | 1.60 | | | | | | 19 |
| | | | | | | | 1.50 | | | | | 20 |
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| | | | | | | | | | [e] 1.55 | | | 27 |
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| | | | | | | | | | | 2.40 | | 29 |
| | | | | | | | | | | | [e] 1.30 | 30 |
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| | | | | | | | | | | | | 38 |



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | John Gandolfo. | Abraham Staab. | Adolf Schuster. |
|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | |
| 1 | Colorado River Agency.....Ariz.. | 28,500 | | 3.50 | | |
| 2 | Colorado River School.....Ariz.. | 28,500 | | 3.50 | | |
| 3 | Fort Apache Agency and School .....Ariz.. | 55,000 | | | 3.62 | |
| 4 | Fort Apache School.....Ariz.. | 25,000 | | | | 3.37 |
| 5 | | | | | | 3.22 |
| 6 | Fort Apache Agency.....Ariz.. | 30,000 | | | | 3.37 |
| 7 | | | | | | 3.32 |
| 8 | Fort Apache .....Ariz.. | 55,000 | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | Hackberry (for Truxton Canyon schools and Walapais).....Ariz.. | 46,000 | **47,950** | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | Holbrook (for Fort Apache Agency and School), Ariz ..... | 55,000 | **55,000** | | 2.72 | |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | Holbrook (for Hopi School) .....Ariz.. | 40,000 | | | | |
| 18 | Holbrook (for Hopi School and Day School), Ariz ..... | 55,000 | | | 2.72 | |
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | Holbrook (for Hopi Day School).....Ariz.. | 15,000 | | | | |
| 22 | Keams Canyon (for Hopi schools).....Ariz.. | 55,000 | | | | |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | Mellen (for Colorado River Agency and School), Ariz ..... | 57,000 | **57,000** | | | |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | Hopi Agency and School .....Ariz.. | 55,000 | | | | |
| 29 | Hopi School .....Ariz.. | 40,000 | **40,000** | | | 3.44 |
| 30 | | | | | | **3.39** |
| 31 | Hopi Day School.....Ariz.. | 15,000 | **15,000** | | | 3.44 |
| 32 | | | | | | **3.39** |
| 33 | Phoenix School.....Ariz.. | 180,000 | **180,000** | | | |
| 34 | | | | | | |
| 35 | | | | | | |
| 36 | Phoenix .....Ariz.. | 230,000 | | | | |
| 37 | Rice Station school .....Ariz.. | 60,000 | **60,000** | | | |
| 38 | | | | | | |
| 39 | | | | | | |
| 40 | Rice Station (for school) .....Ariz.. | 60,000 | | | | |
| 41 | San Carlos Agency and School .....Ariz.. | 80,000 | **80,000** | | | |
| 42 | | | | | | |
| 43 | | | | | | |
| 44 | San Carlos Station .....Ariz.. | 80,000 | | | | |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[At which contracts have been awarded.]

FLOUR.

| Charles Goldman. | Charles H. Searing. | W. H. Dickens. | Robert E. Putney. | Clinton W. Cotton. | Emile Vlault. | James M. Bryant. | Joseph G. Allred. | Number. |
|---|---|---|---|---|---|---|---|---|
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| | | | | | | | | 5 |
| 3.64 | | | | | | | | 6 |
| | | | | | | | | 7 |
| | 3.41 | | | | | | | 8 |
| | 3.34 | | | | | | | 9 |
| | 3.26 | | | | | | | 10 |
| | 2.83 | a 3.55 | | | | | | 11 |
| | **2.76** | | | | | | | 12 |
| | 2.68 | | | | | | | 13 |
| | 2.73 | a 3.55 | **2.45** | | | | | 14 |
| | 2.66 | | | | | | | 15 |
| | 2.58 | | | | | | | 16 |
| 2.75 | | | | | | | | 17 |
| | 2.73 | a 3.55 | 2.45 | | | | | 18 |
| | 2.66 | | | | | | | 19 |
| | 2.58 | | | | | | | 20 |
| 2.75 | | | | | | | | 21 |
| | 3.63 | | | | | | | 22 |
| | 3.56 | | | | | | | 23 |
| | 3.48 | | | | | | | 24 |
| | 2.83 | a 3.55 | | | | | | 25 |
| | **2.76** | | | | | | | 26 |
| | 2.68 | | | | | | | 27 |
| | | | | 3.45 | | | | 28 |
| | | | | | | | | 29 |
| | | | | | | | | 30 |
| | | | | | | | | 31 |
| | | | | | | | | 32 |
| | 2.83 | | | | 2.35 | 2.60 | | 33 |
| | 2.76 | | | | | **2.55** | | 34 |
| | 2.68 | | | | | | | 35 |
| | | a 3.90 | | | | | | 36 |
| | 3.08 | | | | | | **2.94** | 37 |
| | 3.01 | | | | | | | 38 |
| | 2.93 | | | | | | | 39 |
| | | a 4.17 | | | | | | 40 |
| | 2.99 | | | | | | **2.84** | 41 |
| | 2.92 | | | | | | | 42 |
| | 2.84 | | | | | | | 43 |
| | | a 4.13 | | | | | | 44 |

a "Only."

Digitized by Google

*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Charles H. Searing. | W. H. Dickens. | Charles Goldman. | Adolf Schuster. | Rand-Dagg Mercantile Co. | Robert E. Putney. | John Gandolfo. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | | | |
| 1 | Seligman (for Yava Supai School) .....Ariz.. | 1,950 | | | a 3.55 | | | | | |
| 2 | Truxton Canyon School .Ariz.. | 46,000 | | | | b 3.05 | | | | |
| 3 | Western Navaho School..Ariz.. | 31,000 | **31,000** | | | | 3.90 | a **3.70** | | |
| 4 | | | | | | | 3.85 | | | |
| 5 | Winslow (for Western Navaho).....Ariz.. | 31,000 | | 2.71 | a 3.55 | 2.85 | | | 2.54 | |
| 6 | | | | 2.64 | | | | | | |
| 7 | | | | 2.56 | | | | | | |
| 8 | Fort Yuma School .....Cal.. | 30,000 | **30,000** | 2.83 | | | | | | **2.475** |
| 9 | | | | 2.76 | | | | | | |
| 10 | | | | 2.68 | | | | | | |
| 11 | Needles (for Colorado River Agency) .....Cal.. | 28,500 | | | | 3.10 | | | | |
| 12 | Needles (for Colorado River School) .....Cal.. | 28,500 | | | | 3.10 | | | | |
| 13 | Needles (for Fort Mohave School) .....Cal.. | 50,000 | **50,000** | 2.83 | | 3.10 | | | | |
| 14 | | | | **2.76** | | | | | | |
| 15 | | | | 2.68 | | | | | | |
| 16 | Grand Junction (for school), Colo ..... | 90,000 | **45,000** | | | | | | | |
| 17 | | 45,000 | | | | | | | | |
| 18 | | 135,000 | | | a 3.00 | | | | | |
| 19 | Hesperus (for Fort Lewis School) .....Colo.. | 90,000 | **90,000** | | | | | | | |
| 20 | Ignacio Subagency .....Colo.. | 50,000 | **50,000** | | | | | | | |
| 21 | Ignacio Subagency School, Colo..... | 10,000 | **10,000** | | | | | | | |
| 22 | Ignacio (for agency and school), Colo ..... | 60,000 | | | 2.82 | | | | | |
| 23 | Mancos (for Navaho Springs Agency) .....Colo.. | 65,000 | | | 3.08 | | | | | |
| 24 | Navaho Springs Agency.Colo.. | 65,000 | **65,000** | | | | | | | |
| 25 | | | | | | | | | | |
| 26 | Blackfoot (for Fort Hall School) .....Idaho.. | 25,000 | **25,000** | | | | | | | |
| 27 | | | | | | | | | | |
| 28 | Blackfoot (for Fort Hall Agency)..... Idaho.. | 125,000 | | | | | | | | |
| 29 | Fort Hall School .....Idaho.. | 25,000 | | | | | | | | |
| 30 | Lemhi Agency .....Idaho.. | 40,000 | **40,000** | | | | | | | |
| 31 | Lemhi School .....Idaho.. | 16,000 | **16,000** | | | | | | | |
| 32 | Mountain Home (for Western Shoshoni) .....Idaho.. | 26,000 | **26,000** | | | | | | | |
| 33 | Ross Fork (for Fort Hall Agency) .....Idaho.. | 100,000 | **100,000** | | | | | | | |
| 34 | | | | | | | | | | |
| 35 | Seneca School .....Ind. T.. | 35,000 | | | | | | | | |
| 36 | Wyandot (for Seneca School and Police).....Ind. T.. | 36,820 | **36,820** | 1.76 | | | | | | |
| 37 | | | | **1.69** | | | | | | |
| 38 | | | | 1.61 | | | | | | |
| 39 | Sauk and Fox School ...Iowa.. | 10,000 | **10,000** | 2.15 | | | | | | |
| 40 | | | | 2.08 | | | | | | |
| 41 | | | | 2.00 | | | | | | |
| 42 | Toledo (for Sauk and Fox School), Iowa ..... | 10,000 | | | | | | | | |

a "*Only.*"
b 10,000 pounds for Walapais.
c Sample A. Ten cents per hundredweight extra for Sample B.
d Delivered at door of issue house at agency.
e Delivered at door of school storehouse.
f Carload lots.
g Less than carload lots.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

| David Roberts. | Abraham Staab. | Sam Williamson. | Herman C. Schroeder. | Herman M. Guillet. | William M. May. | Gilbert G. Wright. | William M. Atkinson. | Harold J. Hutton. | Felix P. Roberts. | Charles R. Kelsey. | James H. Ross. | D. K. Buzzard. | Kelly Brothers. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | 1 |
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| | | | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | | | 15 |
| **1.90** | | | | | | | | | | | | | | 16 |
| | 2.40 | c 2.40 | | | | | | | | | | | | 17 |
| | | | | | | | | | | | | | | 18 |
| | **2.45** | | | | | | | | | | | | | 19 |
| | | | d **1.95** | | | | | | | | | | | 20 |
| | | | e **1.95** | | | | | | | | | | | 21 |
| | 2.26 | | | | | | | | | | | | | 22 |
| | 2.505 | | | | | | | | | | | | | 23 |
| | | | | **2.35** | 2.50 | | | | | | | | | 24 |
| | | | | 2.00 | | | | | | | | | | 25 |
| | | | | | | **1.81** | 2.23 | | | | | | | 26 |
| | | | | | | | 2.18 | | | | | | | 27 |
| | | c 2.27 | | | | | | 2.15 | | | | | | 28 |
| | | | | | | 2.06 | | | 2.12 | | | | | 29 |
| | | | | | | **2.64** | | | | | | | | 30 |
| | | | | | | **2.64** | | | | | | | | 31 |
| | | | | | | | | | | **2.00** | | | | 32 |
| | | | | | | **1.82** | 2.23 | | 2.12 | | | | | 33 |
| | | | | | | | 2.18 | | | | | | | 34 |
| | | | | | | | | | | | | 1.79 | | 35 |
| | | | | | | | | | | | | | f 1.86 | 36 |
| | | | | | | | | | | | | | g 2.24 | 37 |
| | | | | | | | | | | | | | | 38 |
| | | | | | | | | | | | **2.00** | | | 39 |
| | | | | | | | | | | | | | | 40 |
| | | | | | | | | | | | | | | 41 |
| | | | | | | | | | | | 1.90 | | | 42 |

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*Abstract of proposals and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Charles H. Searing. | Kelly Brothers. | Logan & Brown. | Nathan W. Wells. | Hercule Pennoyer. |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 1 | Elgin (for Osage School)..Kans.. | 40,000 | ..... | 1.79 | a1.82 | ..... | ..... | ..... |
| 2 | | | | 1.72 | b2.07 | | | |
| 3 | | | | 1.64 | | | | |
| 4 | Germantown (for Kickapoo School) .....Kans.. | 18,000 | **16,380** | ..... | ..... | **1.90** | ..... | ..... |
| 5 | | 16,380 | ..... | 1.97 | a1.85 | | | |
| 6 | | | | 1.90 | b1.99 | | | |
| 7 | | | | 1.82 | | | | |
| 8 | Haskell Institute .....Kans.. | 190,000 | **190,000** | 1.66 | ..... | 1.90 | 1.68 | ..... |
| 9 | | | | **1.59** | | | 1.63 | |
| 10 | | | | 1.51 | | | 1.58 | |
| 11 | Hoyt (for Potawatomi School), Kans ..... | 25,000 | **25,000** | ..... | a1.85 | **1.90** | ..... | c1.75 |
| 12 | | | | | b1.99 | | | |
| 13 | | 24,000 | ..... | 1.97 | | | | |
| 14 | | | | 1.90 | | | | |
| 15 | | | | 1.82 | | | | |
| 16 | Lawrence (for Haskell Institute), Kans ..... | 190,000 | ..... | ..... | d1.76 | ..... | ..... | 1.75 |
| 17 | | | | | e1.84 | | | |
| 18 | Mount Pleasant (for school), Mich ..... | 75,000 | **75,000** | ..... | ..... | ..... | ..... | ..... |
| 19 | | | | | | | | |
| 20 | Mount Pleasant School. ..Mich.. | 75,000 | ..... | 1.88 | ..... | ..... | ..... | ..... |
| 21 | | | | 1.81 | | | | |
| 22 | | | | 1.73 | | | | |
| 23 | Bena (for school).....Minn.. | 2,000 | **2,000** | ..... | ..... | ..... | ..... | ..... |
| 24 | | | | | | | | |
| 25 | Cass Lake (for school) ....Minn.. | 5,000 | **5,000** | ..... | ..... | ..... | ..... | ..... |
| 26 | | | | | | | | |
| 27 | Detroit (for White Earth School), Minn ..... | 32,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 28 | Detroit (for White Earth police), Minn ..... | 2,500 | ..... | ..... | ..... | ..... | ..... | ..... |
| 29 | Detroit (for White Earth police and school).....Minn.. | 34,500 | ..... | ..... | ..... | ..... | ..... | ..... |
| 30 | Fosston (for W. R. R. School), Minn ..... | 19,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 31 | Leech Lake Agency (Leech Lake Chippewa).....Minn.. | 20,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 32 | Leech Lake Agency (Red Lake Chippewa).....Minn.. | 10,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 33 | Leech Lake Agency (police), Minn ..... | 1,200 | ..... | ..... | ..... | ..... | ..... | ..... |
| 34 | Leech Lake Agency (Red Lake School) .....Minn.. | 18,600 | ..... | ..... | ..... | ..... | ..... | ..... |
| 35 | Leech Lake Agency (Cass Lake School) .....Minn.. | 5,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 36 | Leech Lake Agency (Cross Lake School) .....Minn.. | 10,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 37 | Leech Lake Agency (Bena School) .....Minn.. | 2,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 38 | Morris (for Morris School).Minn.. | 35,000 | ..... | ..... | ..... | ..... | ..... | ..... |
| 39 | | 40,000 | **40,000** | ..... | ..... | ..... | ..... | ..... |
| 40 | Morris School.....Minn.. | 40,000 | ..... | 1.89 | ..... | ..... | ..... | ..... |
| 41 | | | | 1.82 | | | | |
| 42 | | | | 1.74 | | | | |

a In carload lots.
b In less than carload lots.
c Or will deliver at agency or Nadeau, Kans.
d In carload lots. } Will deliver at Lawrence or India.
e In less than carload lots. }

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

| Stephen F. Gillman. | William C. Leistikow. | Long Lake Roller Mills Co. | Sever S. Stadsvold. | Mathew Harrison. | Edward F. Gummer. | Moses Eckel. | Electric Light and Milling Co. | Sivert M. Sivertson. | Heman W. Stone, jr. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | 1 |
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| 2.00 | | | | | | | | | | 18 |
| 1.85 | | | | | | | | | | 19 |
| | | | | | | | | | | 20 |
| | | | | | | | | | | 21 |
| | | | | | | | | | | 22 |
| | 1.50 | 1.75 | *1.99 | | | | | | | 23 |
| | | 2.00 | | | | | | | | 24 |
| | 1.50 | 1.70 | *1.94 | | | | | | | 25 |
| | | 1.90 | | | | | | | | 26 |
| | 1.50 | | | 1.69 | 1.90 | | | | | 27 |
| | | | | 1.69 | 1.90 | | | | | 28 |
| | | | *1.84 | | | 1.65 | 1.67 | | | 29 |
| | | | *1.69 | | | | | | | 30 |
| | | | | | | | | 1.68 | | 31 |
| | | | | | | | | 1.68 | | 32 |
| | | | | | | | | 1.68 | | 33 |
| | | | | | | | | 1.68 | | 34 |
| | | | | | | | | 1.68 | | 35 |
| | | | | | | | | 1.68 | | 36 |
| | | | | | | | | 1.68 | | 37 |
| | | | | 1.72 | | | | | | 38 |
| | f1.50 | | *1.84 | | | | | | | 39 |
| | | | | | | | | | 1.74 | 40 |
| | | | | | | | | | 1.64 | 41 |
| | | | | | | | | | | 42 |

f Sample A.
* "Only."

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Long Lake Roller Mill Co. | Sever S. Stadsvold. | Heman W. Stone, jr. | Electric Light and Milling Co. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Park Rapids (for Pine Point School), Minn | 20,000 | **20,000** | **1.55** | *1.84 | 1.85 | 1.70 |
| 2 | | | | 1.75 | | 1.75 | |
| 3 | Pine Point (for school) Minn | 20,000 | | | | | |
| 4 | Pine Point School Minn | 20,000 | | | | | |
| 5 | Pipestone School (for school and day school), Minn | 35,300 | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | Pipestone Station (both schools) Minn | 35,300 | **35,300** | | | | |
| 9 | Pipestone (for school) Minn | 35,000 | | | | 1.85 | |
| 10 | | | | | | 1.75 | |
| 11 | Solway (for Leech Lake Chippewa police and Red Lake School), Minn | 39,800 | **39,800** | | | | |
| 12 | Solway (for Red Lake Chippewa School and police) | 29,800 | | 1.75 | | | |
| 13 | | | | 2.00 | | | |
| 14 | Solway (for Red Lake Chippewas) | 10,000 | | | *1.79 | | |
| 15 | Solway (for Red Lake police) | 1,200 | | | *1.79 | | |
| 16 | Solway (for Red Lake School) | 18,600 | | | *1.79 | | |
| 17 | Solway (for Cross Lake School) | 10,000 | | | *1.79 | | |
| 18 | Tower (for Vermilion Lake School), Minn | 40,000 | **40,000** | | | **1.94** | |
| 19 | | | | | | 1.84 | |
| 20 | Twin Valley (for W. R. R. School) Minn | 19,000 | | | *1.79 | | 1.68 |
| 21 | Vermilion Lake School Minn | 40,000 | | | | | |
| 22 | | | | | | | |
| 23 | | | | | | | |
| 24 | Vermilion Minn | 40,000 | | | 2.04 | | |
| 25 | Walker (for Leech Lake Chippewa), Minn | 20,000 | **20,000** | **1.65** | 1.84 | 1.85 | |
| 26 | | | | 1.85 | | 1.75 | |
| 27 | White Earth Agency (police) Minn | 2,500 | **2,500** | | | | |
| 28 | White Earth Agency School Minn | 32,000 | **32,000** | | | | |
| 29 | Wild Rice River School Minn | 19,000 | **19,000** | | | | |
| 30 | Blackfeet Agency and School Mont | 81,640 | **81,640** | | | | |
| 31 | | | | | | | |
| 32 | | | | | | | |
| 33 | Browning (for Blackfeet Agency and School), Mont | 81,640 | | | | | |
| 34 | | | | | | | |
| 35 | | | | | | | |
| 36 | Browning Mont | 81,000 | | | | | |
| 37 | Flathead Agency Mont | 42,000 | **42,000** | | | | |
| 38 | Fort Belknap Agency and School Mont | 47,000 | **47,000** | | | | |
| 39 | | | | | | | |
| 40 | | | | | | | |
| 41 | Fork Peck Agency and School Mont | 200,000 | **200,000** | | | | |
| 42 | | | | | | | |
| 43 | | | | | | | |
| 44 | Fort Shaw School | 96,000 | **96,000** | | | | |
| 45 | | | | | | | |
| 46 | | | | | | | |

*"Only."

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

| Edward F. Gummer. | Sivert M. Sivertson. | Charles H. Searing. | Edna Twitchell. | Samuel P. Carr. | William C. Leistikow. | Charles C. Oppel. | William M. Atkinson. | James S. Bell. | Steven F. Gilman. | Harold J. Hutton. | Marian H. Prideaux. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| 2.00 | | | | | | | | | | | | 3 |
| | a 1.69 | | | | | | | | | | | 4 |
| | | 1.84 | | | | | | | | | | 5 |
| | | 1.77 | | | | | | | | | | 6 |
| | | 1.69 | | | | | | | | | | 7 |
| | | | **1.695** | 1.65 | | | | | | | | 8 |
| | | | | | | | | | | | | 9 |
| | | | | | | | | | | | | 10 |
| | | | | | b **1.50** | | | | | | | 11 |
| | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | 13 |
| | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | 16 |
| | | | | | | | | | | | | 17 |
| | | | | | | | | | | | | 18 |
| | | | | | | | | | | | | 19 |
| | | | | | | | | | | | | 20 |
| | | 2.07 | | | | 2.10 | | | | | | 21 |
| | | 2.00 | | | | 1.85 | | | | | | 22 |
| | | 1.92 | | | | | | | | | | 23 |
| | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | 25 |
| | | | | | | | | | | | | 26 |
| | a **1.69** | | | | | | | | | | | 27 |
| | a **1.69** | | | | | | | | | | | 28 |
| | a **1.69** | | | | | | | | | | | 29 |
| | | | | | | | 2.00 | | | | | 30 |
| | | | | | | | 1.95 | | | | | 31 |
| | | | | | | | **1.70** | | | | | 32 |
| | | | | | 1.84 | | | 1.65 | 1.83 | | | 33 |
| | | | | | | | | 1.90 | | | | 34 |
| | | | | | | | | 2.00 | | | | 35 |
| | | | | | | | | | | 2.15 | | 36 |
| | | | | | | | | | | | **1.95** | 37 |
| | | | | | | | 1.86 | | | | | 38 |
| | | | | | | | 1.78 | | | | | 39 |
| | | | | | | | **1.60** | | | | | 40 |
| | | | | | | | 1.83 | | | | | 41 |
| | | | | | | | 1.78 | | | | | 42 |
| | | | | | | | **1.60** | | | | | 43 |
| | | | | | | | 1.95 | 1.75 | | | | 44 |
| | | | | | | | 1.85 | 1.95 | | | | 45 |
| | | | | | | | **1.65** | 2.05 | | | | 46 |

a Delivered at White Earth Agency.

b { For Red Lake Chippewas, 10,000 pounds.
For Red Lake police, 1,200 pounds.
For Red Lake School, 18,600 pounds.
For Cross Lake School, 10,000 pounds.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | James S. Bell. | Stephen F. Gilman. | William C. Leistikow. | Harold J. Hutton. | Gilbert G. Wright. |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 1 | Great Falls (for Fort Shaw School), Mont | 96,000 | | 1.60 | 2.00 | | | |
| 2 | | | | 1.80 | 1.85 | | | |
| 3 | | | | 1.90 | | | | |
| 4 | Harlem (for Fort Belknap Agency and School) Mont. | 47,000 | | 1.65 | c{2.00 | 1.70 | | |
| 5 | | | | 1.90 | 1.85 | | | |
| 6 | | | | 2.00 | | | | |
| 7 | Poplar (for Fort Peck Agency and School) Mont. | 200,000 | | 1.65 | 1.95 | 1.63 | 2.15 | |
| 8 | | | | 1.90 | 1.80 | | | |
| 9 | | | | 2.00 | | | | |
| 10 | Red Rock (for Lemhi Agency and School) Mont. | 56,000 | | | | | | 1.89 |
| 11 | | | | | | | | |
| 12 | Dakota City (for Omaha and Winnebago) Nebr. | 38,000 | **38,000** | | | | 1.71 | |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | Genoa School Nebr. | 90,000 | **90,000** | | | | | |
| 16 | | | | | | | | |
| 17 | | | | | | | | |
| 18 | Omaha School Nebr. | 19,000 | | | | | | |
| 19 | | | | | | | | |
| 20 | | | | | | | | |
| 21 | Pender or Dakota City Nebr. | 38,000 | | | | | | |
| 22 | Rushville (for Pine Ridge) Nebr. | 750,000 | **750,000** | | 1.85 | | 1.80 | |
| 23 | | | | | **1.70** | | | |
| 24 | | | | | | | | |
| 25 | | 700,000 | | | | | | |
| 26 | Santee Agency (for Ponca) Nebr. | (*) | | | | | | |
| 27 | Stuart (for Ponca Creek issue station), Nebr. | 14,500 | | | | | | |
| 28 | Valentine (for Rosebud) Nebr. | 362,000 | | | | | 1.75 | |
| 29 | | | | | | | | |
| 30 | | | | | | | | |
| 31 | | 320,500 | | | | | | |
| 32 | Valentine or Stuart (for Rosebud), Nebr. | 335,000 | | | | | | |
| 33 | | | | | | | | |
| 34 | | 362,000 | **335,000** | | 1.85 | | | |
| 35 | | | | | b**1.70** | | | |
| 36 | Winnebago School Nebr. | 19,000 | | | | | | |
| 37 | | | | | | | | |
| 38 | | | | | | | | |
| 39 | Carson School Nev. | 75,000 | **75,000** | | | | | |
| 40 | Paiute, Walker River | 8,000 | **8,000** | | | | | |
| 41 | Day school | 2,000 | **2,000** | | | | | |

* 4,000 pounds called for. No bids received.
a Carload lots.
b 14,500 pounds delivered at Stuart, Nebr.; 320,500 delivered at Valentine, Nebr.
c Bid is on 64,000 pounds.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

| Felix P. Roberts. | William M. Atkinson. | Henry E. Fonda. | Nathan W. Wells. | Frank L. Sanders. | Charles H. Searing. | Thomas L. Sloan. | Kelly Brothers. | Boyes Hulshizer & Co. | John J. McNamara. | Sam Williamson. | Peter Heitman. | Number |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | 7 |
| | | | | | | | | | | | | 8 |
| | | | | | | | | | | | | 9 |
| 2.22 | 1.99 | | | | | | | | | | | 10 |
| | 1.94 | | | | | | | | | | | 11 |
| | | | 1.74 | 1.89 | | | | | | | | 12 |
| | | | **1.69** | 1.79 | | | | | | | | 13 |
| | | | 1.64 | | | | | | | | | 14 |
| | | [d] **1.57** | 1.65 | 1.88 | 1.75 | | | | | | | 15 |
| | | [d] 1.67 | 1.60 | 1.78 | 1.68 | | | | | | | 16 |
| | | | 1.55 | | 1.60 | | | | | | | 17 |
| | | | | | 1.83 | | | | | | | 18 |
| | | | | | 1.76 | | | | | | | 19 |
| | | | | | 1.68 | | | | | | | 20 |
| | | | | | | 1.70 | | | | | | 21 |
| | | | 1.85 | 1.92 | | | [a] 2.05 | 1.85 | | | | 22 |
| | | | 1.80 | 1.82 | | | | | | | | 23 |
| | | | 1.75 | | | | | | | | | 24 |
| | | | | | | | | | 2.18 | | | 25 |
| | | | | | | | | | | | | 26 |
| | | | | | | | | [e] 1.75 | | | | 27 |
| | | | 1.84 | | | | | | | | | 28 |
| | | | 1.79 | | | | | | | | | 29 |
| | | | 1.74 | | | | | | | | | 30 |
| | | | | | | | [a] 2.04 | 1.75 | | | | 31 |
| | | | | 1.90 | | | | | | | | 32 |
| | | | | 1.80 | | | | | | | | 33 |
| | | | | | | | | | | | | 34 |
| | | | | | | | | | | | | 35 |
| | | | | | 1.83 | | | | | | | 36 |
| | | | | | 1.76 | | | | | | | 37 |
| | | | | | 1.68 | | | | | | | 38 |
| | | | | | | | | | | [f] 2.87 | **2.50** | 39 |
| | | | | | | | | | | | **3.10** | 40 |
| | | | | | | | | | | | **3.10** | 41 |

[d] In warehouse.
[e] "Only."
[f] Sample A. Ten cents per cwt. for sample B.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Robert E. Putney. | Abraham Staab. | W. H. Dickson. | Charles H. Searing. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Albuquerque School.....N. Mex.. | 90,000 | **92,100** | **1.88** | 2.205 | ..... | ..... |
| 2 | Albuquerque (for school).....N. Mex.. | 90,000 | ..... | ..... | ..... | a 2.70 | ..... |
| 3 | Albuquerque (for school and Zuni School).....N. Mex.. | 92,100 | ..... | ..... | ..... | ..... | 2.17 |
| 4 | | | | | | | 2.10 |
| 5 | | | | | | | 2.02 |
| 6 | Dulce (for Jicarilla Agency)....N. Mex.. | 75,000 | ..... | ..... | 2.11 | 2.80 | ..... |
| 7 | Gallup (for Navajo).....N. Mex.. | 62,000 | ..... | ..... | ..... | a 3.41 | ..... |
| 8 | | 60,000 | ..... | ..... | 2.56 | ..... | 2.63 |
| 9 | | | | | | | 2.56 |
| 10 | | | | | | | 2.48 |
| 11 | Jicarilla Agency.....N. Mex.. | 75,000 | **75,000** | ..... | ..... | ..... | ..... |
| 12 | Las Cruces (for Mescalero).....N. Mex.. | 42,775 | ..... | ..... | 2.455 | ..... | ..... |
| 13 | Little Water School (of Navajo Agency), N. Mex..... | 15,000 | **15,000** | **2.89** | ..... | ..... | ..... |
| 14 | Navajo Agency (for agency and school), N. Mex..... | 45,000 | **45,000** | **2.89** | ..... | ..... | ..... |
| 15 | | 20,000 | ..... | ..... | ..... | ..... | ..... |
| 16 | Navajo School.....N. Mex.. | 25,000 | ..... | ..... | ..... | ..... | ..... |
| 17 | Santa Fe School.....N. Mex.. | 92,000 | ..... | ..... | ..... | ..... | 2.07 |
| 18 | | | | | | | 2.00 |
| 19 | | | | | | | 1.92 |
| 20 | | 90,000 | **90,000** | ..... | **1.98** | ..... | ..... |
| 21 | Santa Fe (for Pueblo Day School), N. Mex..... | 2,000 | **2,000** | ..... | **1.98** | ..... | ..... |
| 22 | Santa Fe (for school and day school), N. Mex..... | 92,000 | ..... | ..... | ..... | a 2.70 | ..... |
| 23 | Tularosa (for Mescalero).....N. Mex.. | 42,775 | **42,775** | ..... | 2.615 | a 2.90 | 2.17 |
| 24 | | | | | | | **2.10** |
| 25 | | | | | | | 2.02 |
| 26 | Eastern Cherokee School.....N. C.. | 40,000 | ..... | ..... | ..... | ..... | 2.41 |
| 27 | | | | | | | 2.34 |
| 28 | | | | | | | 2.26 |
| 29 | Whittier (for Eastern Cherokee)...N. C.. | 40,000 | **40,000** | ..... | ..... | ..... | ..... |
| 30 | | | | | | | |
| 31 | | | | | | | |
| 32 | Devils Lake Agency.....N. Dak.. | 60,000 | **60,000** | ..... | ..... | ..... | ..... |
| 33 | | | | | | | |
| 34 | Day School..... | 4,400 | ..... | ..... | ..... | ..... | ..... |
| 35 | T. M. Chippewas..... | 100,000 | ..... | ..... | ..... | ..... | ..... |
| 36 | Fort Totten School.....N. Dak.. | 70,000 | ..... | ..... | ..... | ..... | ..... |
| 37 | Oberon (for Fort Totten School).N. Dak.. | 70,000 | **70,000** | ..... | ..... | ..... | ..... |
| 38 | | | | | | | |
| 39 | | | | | | | |
| 40 | Oberon (for Devils Lake).....N. Dak.. | 60,000 | ..... | ..... | ..... | ..... | ..... |
| 41 | | | | | | | |
| 42 | | | | | | | |
| 43 | | 64,400 | ..... | ..... | ..... | ..... | ..... |
| 44 | | | | | | | |

a "Only."
b Sample A. Will deliver at Devils Lake, N. Dak., at 4 cents per cwt. less than at Oberon. (Bid for delivery at Oberon is 1.52.) Awarded for delivery at Devils Lake, N. Dak., at $1.48 per cwt.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

FLOUR—Continued.

| Emmet Wirt. | Clinton W. Cotton. | Samuel R. Hinckly. | Nathan W. Wells. | Stephen F. Gilman. | Hiram R. Lyon. | Matthew Harrison. | Sivert M. Siverton. | William C. Leisilkow. | William M. Atkinson. | James S. Bell. | Harold J. Hutton. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | 7 |
| | | | | | | | | | | | | 8 |
| | | | | | | | | | | | | 9 |
| **1.93** | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | 12 |
| | 3.14 | | | | | | | | | | | 13 |
| | | | | | | | | | | | | 14 |
| | 3.14 | | | | | | | | | | | 15 |
| | 3.14 | | | | | | | | | | | 16 |
| | | | | | | | | | | | | 17 |
| | | | | | | | | | | | | 18 |
| | | | | | | | | | | | | 19 |
| | | 2.19 | | | | | | | | | | 20 |
| | | | | | | | | | | | | 21 |
| | | | | | | | | | | | | 22 |
| | | | | | | | | | | | | 23 |
| | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | 25 |
| | | | 2.37 | | | | | | | | | 26 |
| | | | 2.32 | | | | | | | | | 27 |
| | | | 2.27 | | | | | | | | | 28 |
| | | | 2.27 | 2.49 | | | | | | | | 29 |
| | | | **2.22** | 2.34 | | | | | | | | 30 |
| | | | 2.17 | | | | | | | | | 31 |
| | | | | | | **1.65** | 1.70 | | | | | 32 |
| | | | | | | 1.55 | | | | | | 33 |
| | | | | | | | 1.70 | | | | | 34 |
| | | | | | | | 1.70 | | | | | 35 |
| | | | | | | 1.65 | | | | | | 36 |
| | | | | 1.75 | | | | b**1.48** | 1.86 | 1.55 | | 37 |
| | | | | 1.60 | | | | | 1.81 | 1.80 | | 38 |
| | | | | | | | | | 1.60 | | | 39 |
| | | | | | | | | 1.52 | 1.86 | 1.55 | 1.88 | 40 |
| | | | | | | | | | 1.81 | 1.80 | | 41 |
| | | | | | | | | | 1.60 | | | 42 |
| | | | | 1.75 | | | | | | | | 43 |
| | | | | 1.60 | | | | | | | | 44 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Matthew Harrison. | William C. Leistikow. | William M. Atkinson. | James S. Bell. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Rolla (for Devils Lake schools and T. M. Band) .....N. Dak.. | 104,400 | | | 1.53 | 1.86 | 1.55 |
| 2 | | | | | | 1.81 | 1.80 |
| 3 | | | | | | 1.60 | |
| 4 | | 100,000 | **104,400** | **1.52** | | | |
| 5 | | | | 1.42 | | | |
| 6 | | 105,000 | | | | | |
| 7 | | 4,400 | | 1.52 | | | |
| 8 | Standing Rock Agency.....N. Dak.. | 409,500 | | | | | |
| 9 | Anadarko (for Kiowa Agency and Riverside School).....Okla.. | 126,275 | **126,275** | | | | |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | Chilocco (for school) .....Okla.. | 120,000 | **160,000** | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | Chilocco School.....Okla.. | 120,000 | | | | | |
| 16 | Darlington (for Cheyenne and Arapaho), Okla ..... | 265,900 | | | | | |
| 17 | | | | | | | |
| 18 | | | | | | | |
| 19 | Darlington Siding (for Cheyenne and Arapho).....Okla.. | 265,900 | **265,900** | | | | |
| 20 | Fort Reno (for Cheyenne and Arapaho), Okla ..... | 265,000 | | | | | |
| 21 | | | | | | | |
| 22 | Fort Sill (for Fort Sill School).....Okla.. | 40,000 | **40,000** | | | | |
| 23 | | | | | | | |
| 24 | | | | | | | |
| 25 | Harrison (for Rainy Mountain School), Okla ..... | 25,000 | **25,000** | | | | |
| 26 | | | | | | | |
| 27 | | | | | | | |
| 28 | Kaw School.....Okla.. | 8,000 | **8,000** | | | | |
| 29 | Kildare (for Kaw School).....Okla.. | 8,000 | | | | | |
| 30 | | | | | | | |
| 31 | | | | | | | |
| 32 | Osage School.....Okla.. | 40,000 | **40,000** | | | | |
| 33 | Otoe School and police.....Okla.. | 30,000 | **15,750** | | | | |
| 34 | Pawnee School.....Okla.. | 25,000 | **25,000** | | | | |
| 35 | Pawnee (for school) .....Okla.. | 25,000 | | | | | |
| 36 | | | | | | | |
| 37 | | | | | | | |
| 38 | Ponca School warehouse (for police and school) .....Okla.. | 25,750 | **25,750** | | | | |
| 39 | Shawnee (for Absentee Shawnee School), Okla ..... | 18,000 | **18,000** | | | | |
| 40 | | | | | | | |
| 41 | | | | | | | |
| 42 | Stroud (for Sac and Fox School and police) .....Okla.. | 16,100 | **16,100** | | | | |
| 43 | | | | | | | |
| 44 | | | | | | | |
| 45 | Weatherford (for Seger School)....Okla.. | 25,000 | **25,000** | | | | |
| 46 | | | | | | | |
| 47 | | | | | | | |
| 48 | White Eagle (for Otoe and Ponca police and school) .....Okla.. | 41,500 | | | | | |
| 49 | | | | | | | |
| 50 | | | | | | | |

[a] At warehouse during season of navigation on Missouri River.
[b] In carload lots.
[c] In less than carload lots.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

| Stephen F. Gilman. | Harold J. Hutton. | Hiram R. Lyon. | Charles M. Jackman. | Kelly Brothers. | Charles H. Searing. | Edward L. Donahoe. | John P. Soderstrom. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 1 |
| | | | | | | | | 2 |
| | | | | | | | | 3 |
| 1.75 | | | | | | | | 4 |
| 1.60 | | | | | | | | 5 |
| | 1.88 | | | | | | | 6 |
| | | | | | | | | 7 |
| | | [a] 1.92 | | | | | | 8 |
| | | | **1.80** | [b] 2.00 | 1.93 | | | 9 |
| | | | | [c] 2.60 | 1.86 | | | 10 |
| | | | | | 1.78 | | | 11 |
| | | | | [b] 1.84 | 1.59 | | | 12 |
| | | | | [c] 2.18 | **1.52** | | | 13 |
| | | | | | 1.44 | | | 14 |
| | | | | | | 1.57 | | 15 |
| | | | | | 1.89 | | | 16 |
| | | | | | 1.82 | | | 17 |
| | | | | | 1.74 | | | 18 |
| | | | **1.80** | | | | | 19 |
| | | | | [b] 1.93 | | | | 20 |
| | | | | [c] 2.40 | | | | 21 |
| | | | **1.80** | [b] 2.00 | 1.97 | | | 22 |
| | | | | [c] 2.66 | 1.90 | | | 23 |
| | | | | | 1.82 | | | 24 |
| | | | **1.80** | [b] 2.09 | 1.99 | | | 25 |
| | | | | [c] 2.67 | 1.92 | | | 26 |
| | | | | | 1.84 | | | 27 |
| | | | | | | **1.69** | | 28 |
| | | | | 2.20 | 1.87 | | | 29 |
| | | | | | 1.80 | | | 30 |
| | | | | | 1.72 | | | 31 |
| | | | | | | [d] **1.845** | 1.90 | 32 |
| | | | | | | [d] **1.595** | | 33 |
| | | | | | | **1.595** | | 34 |
| | | | | [b] 1.96 | 1.67 | | | 35 |
| | | | | [c] 2.45 | 1.60 | | | 36 |
| | | | | | 1.52 | | | 37 |
| | | | | | | [e] **1.545** | | 38 |
| | | | | [c] 2.39 | 1.97 | | | 39 |
| | | | | [b] 2.08 | **1.90** | | | 40 |
| | | | | | 1.82 | | | 41 |
| | | | | 2.54 | 1.97 | | | 42 |
| | | | | | **1.90** | | | 43 |
| | | | | | 1.82 | | | 44 |
| | | | **1.80** | [b] 2.00 | 1.97 | | | 45 |
| | | | | [c] 2.50 | 1.90 | | | 46 |
| | | | | | 1.82 | | | 47 |
| | | | | [b] 1.86 | 1.63 | | | 48 |
| | | | | [c] 2.24 | 1.56 | | | 49 |
| | | | | | 1.48 | | | 50 |

[d] In warehouse.
[e] 750 pounds for police.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Frederick A. Grieve. | James W. Sanford. | Stephen F. Gilman. |
|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | |
| 1 | Canton (for insane asylum).....S. Dak.. | 6,000 | **6,000** | **1.675** | ..... | ..... |
| 2 | Chamberlain School.....S. Dak.. | 28,000 | ..... | ..... | 1.90 | ..... |
| 3 | | | | | 1.70 | |
| 4 | | | | | 1.35 | |
| 5 | | | | | 1.92 | |
| 6 | | | | | 1.72 | |
| 7 | Chamberlain (for school) .....S. Dak.. | 28,000 | **28,000** | 1.82 | ..... | 1.75 |
| 8 | | | | | | **1.60** |
| 9 | Chamberlain (for Crow Creek).....S. Dak.. | 80,000 | ..... | 1.82 | ..... | ..... |
| 10 | | 121,400 | **121,400** | ..... | ..... | 1.75 |
| 11 | | | | | | **1.60** |
| 12 | | 121,000 | ..... | ..... | ..... | ..... |
| 13 | Chamberlain (for Lower Brulé).....S. Dak.. | 62,000 | **62,000** | ..... | ..... | 1.75 |
| 14 | | | | | | **1.60** |
| 15 | Chamberlain (for Big White River Issue Station).....S. Dak.. | 27,000 | **27,000** | 1.82 | 1.90 | ..... |
| 16 | | | | | **1.70** | |
| 17 | | | | | 1.35 | |
| 18 | | | | | 1.92 | |
| 19 | | | | | 1.72 | |
| 20 | Cheyenne River Agency .....S. Dak.. | 243,500 | ..... | ..... | ..... | ..... |
| 21 | Crow Creek Agency and schools .....S. Dak.. | 121,400 | ..... | ..... | [a] 1.97 | ..... |
| 22 | | | | | [a] 1.77 | |
| 23 | | | | | [a] 1.42 | |
| 24 | | | | | [a] 1.99 | |
| 25 | | | | | [a] 1.79 | |
| 26 | Flandreau School .....S. Dak.. | 121,000 | **121,000** | ..... | ..... | ..... |
| 27 | Flandreau School (for Flandreaus) ....S. Dak.. | 112,000 | ..... | ..... | ..... | ..... |
| 28 | | 9,000 | ..... | ..... | ..... | ..... |
| 29 | Flandreau (for school).....S. Dak.. | 122,000 | ..... | ..... | ..... | 1.85 |
| 30 | | | | | | 1.70 |
| 31 | | 121,000 | ..... | ..... | ..... | ..... |
| 32 | Gettysburg (for Cheyenne River Agency and school) .....S. Dak.. | 240,000 | ..... | ..... | ..... | ..... |
| 33 | Gettysburg (for Cheyenne River Agency and schools) .....S. Dak.. | 243,500 | **243,500** | ..... | ..... | 1.75 |
| 34 | | | | | | **1.60** |
| 35 | Lower Brulé Agency and School.....S. Dak.. | 62,000 | ..... | ..... | [a] 1.97 | ..... |
| 36 | | | | | [a] 1.77 | |
| 37 | | | | | [a] 1.42 | |
| 38 | | | | | [a] 1.99 | |
| 39 | | | | | [a] 1.79 | |
| 40 | Pierre School.....S. Dak.. | 45,000 | ..... | ..... | ..... | ..... |
| 41 | | | | | | |
| 42 | Pierre (for school).....S. Dak.. | 45,000 | **45,000** | ..... | ..... | 1.85 |
| 43 | | | | | | **1.70** |
| 44 | Pollock (for Standing Rock) .....S. Dak.. | 409,500 | **409,500** | ..... | ..... | 1.70 |
| 45 | | | | | | **1.55** |

[a] Will deliver f. o. b. Chamberlain, S. Dak., at 14 cents per cwt. less than these prices.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FLOUR—Continued.

| Harold J. Hutton. | James C. McVay. | Nathan W. Wells. | John M. Robb. | Edna Twitchell. | Samuel P. Carr. | Roy T. Hulshizer. | Fred C. Van Dusen. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 1 |
| | | | | | | | | 2 |
| | | | | | | | | 3 |
| | | | | | | | | 4 |
| | | | | | | | | 5 |
| | | | | | | | | 6 |
| 1.73 | 1.91 | | | | | | | 7 |
| | | | | | | | | 8 |
| | | | | | | | | 9 |
| | 1.91 | | | | | | | 10 |
| | | | | | | | | 11 |
| 1.73 | | | | | | | | 12 |
| 1.73 | | 1.91 | | | | | | 13 |
| | | | | | | | | 14 |
| | | | | | | | | 15 |
| | | | | | | | | 16 |
| | | | | | | | | 17 |
| | | | | | | | | 18 |
| | | | | | | | | 19 |
| | 2.11 | | 1.85 | | | | | 20 |
| | | | | | | | | 21 |
| | | | | | | | | 22 |
| | | | | | | | | 23 |
| | | | | | | | | 24 |
| | | | | | | | | 25 |
| | | | | 1.635 | | | | 26 |
| | | | | | 1.55 | | | 27 |
| | | | | | 1.55 | | | 28 |
| | | | | | | | | 29 |
| | | | | | | | | 30 |
| 1.73 | 1.91 | | | | | | | 31 |
| | | | | | | 2.10 | | 32 |
| 1.85 | | | | | | | | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | | | | | | | | 36 |
| | | | | | | | | 37 |
| | | | | | | | | 38 |
| | | | | | | | | 39 |
| | | | | | | | 1.92 | 40 |
| | | | | | | | 1.82 | 41 |
| 1.92 | 1.95 | | | | | | | 42 |
| | | | | | | | | 43 |
| 1.89 | | | | | | | | 44 |
| | | | | | | | | 45 |



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FLOUR—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Nathan W. Wells. | John J. McNamara. | Stephen F. Gilman. |
|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | |
| 1 | Rapid City School ..... S. Dak.. | 37,000 | ..... | 1.98 | 1.98 | ..... |
| 2 | | | | 1.93 | | |
| 3 | | | | 1.88 | | |
| 4 | Rapid City (for school)... ..... S. Dak.. | 37,000 | **37,000** | ..... | ..... | 1.85 |
| 5 | | | | | | **1.70** |
| 6 | Sisseton School (for police and school)... S. Dak.. | 29,200 | **29,200** | ..... | ..... | ..... |
| 7 | | | | | | |
| 8 | Sisseton (for school and police) ..... S. Dak.. | 28,000 | ..... | ..... | ..... | ..... |
| 9 | | 12,000 | ..... | ..... | ..... | ..... |
| 10 | | 40,000 | ..... | ..... | ..... | ..... |
| 11 | Wagner (for Yankton) ..... S. Dak.. | 114,000 | **114,000** | ..... | ..... | 1.80 |
| 12 | | | | | | **1.65** |
| 13 | Yankton Agency ..... S. Dak.. | 114,000 | ..... | 1.91 | ..... | ..... |
| 14 | | 160,000 | ..... | ..... | ..... | ..... |
| 15 | Yankton School ..... S. Dak.. | 33,000 | ..... | ..... | ..... | ..... |
| 16 | Yankton Agency and School ..... S. Dak.. | 114,000 | ..... | ..... | ..... | ..... |
| 17 | Ogden (for Western Shoshone) ..... Utah.. | 26,000 | ..... | ..... | ..... | ..... |
| 18 | Ogden (for Piutes and school) ..... Utah.. | 10,000 | ..... | ..... | ..... | ..... |
| 19 | Ogden (for Nevada School and Agency)... Utah.. | 23,000 | ..... | ..... | ..... | ..... |
| 20 | Ouray and Uintah Agency ..... Utah.. | 150,200 | **150,200** | ..... | ..... | ..... |
| 21 | Price ..... Utah.. | 200,000 | ..... | ..... | ..... | ..... |
| 22 | Price Station (for Ouray and Uintah) ..... Utah.. | 150,200 | ..... | ..... | ..... | ..... |
| 23 | Ashland (for police and school of La Pointe Agency) ..... Wis.. | 19,500 | **19,500** | ..... | ..... | ..... |
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | Green Bay Agency ..... Wis.. | 42,880 | ..... | ..... | ..... | ..... |
| 27 | Hayward School ..... Wis.. | 35,000 | **35,000** | ..... | ..... | ..... |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | Hayward ..... Wis.. | 50,000 | ..... | ..... | ..... | ..... |
| 31 | | | | | | |
| 32 | Lac du Flambeau ..... Wis.. | 40,000 | **40,000** | ..... | ..... | ..... |
| 33 | | | | | | |
| 34 | | | | | | |
| 35 | Oneida School (for school and police) ..... Wis.. | 50,900 | **50,900** | ..... | ..... | ..... |
| 36 | | | | | | |
| 37 | | | | | | |
| 38 | Shawano (for Green Bay, etc.) ..... Wis.. | 77,880 | ..... | ..... | ..... | ..... |
| 39 | | | | | | |
| 40 | | 42,880 | **42,880** | ..... | ..... | ..... |
| 41 | | | | | | |
| 42 | | | | | | |
| 43 | Tomah School ..... Wis.. | 64,000 | **64,000** | ..... | ..... | ..... |
| 44 | | | | | | |
| 45 | | | | | | |
| 46 | Wittenberg School ..... Wis.. | 30,000 | **30,000** | ..... | ..... | ..... |
| 47 | | | | | | |
| 48 | | | | | | |

[a] In car lots.
[b] Less than car lots.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

FLOUR—Continued.

| Harold J. Hutton. | Heman W. Stone, jr. | John M. Robb. | Frederick A. Grieve. | John Bouza. | Armour Roller Mills. | Sam. Williamson. | David Roberts. | Charles H. Searing. | John A. Lieg. | Kelly Brothers. | William H. Schultz. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| 2.05 | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | 5 |
| | **1.89** | 1.77 | | | | | | | | | | 6 |
| | 1.79 | | | | | | | | | | | 7 |
| | | | 1.95 | | | | | | | | | 8 |
| | | | 1.95 | | | | | | | | | 9 |
| 1.82 | | | | | | | | | | | | 10 |
| 1.72 | | | 1.825 | | | | | | | | | 11 |
| | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | 13 |
| | | | | 1.67 | | | | | | | | 14 |
| | | | | 1.67 | | | | | | | | 15 |
| | | | | | 1.80 | | | | | | | 16 |
| | | | | | | *d*2.00 | | | | | | 17 |
| | | | | | | *d*2.00 | | | | | | 18 |
| | | | | | | *d*2.00 | | | | | | 19 |
| | | | | | | *d***2.95** | | | | | | 20 |
| | | | | | | | 2.30 | | | | | 21 |
| | | | | | | *d*2.25 | | | | | | 22 |
| | | | | | | | | 1.97 | | | | 23 |
| | | | | | | | | **1.90** | | | | 24 |
| | | | | | | | | 1.82 | | | | 25 |
| | | | | | | | | | 1.98 | | | 26 |
| | | | | | | | | 1.97 | | | | 27 |
| | | | | | | | | **1.90** | | | | 28 |
| | | | | | | | | 1.82 | | | | 29 |
| | | | | | | | | | | *a*1.98 | | 30 |
| | | | | | | | | | | *b*2.30 | | 31 |
| | | | | | | | | 2.07 | | | | 32 |
| | | | | | | | | **2.00** | | | | 33 |
| | | | | | | | | 1.92 | | | | 34 |
| | | | | | | | | 1.97 | | | | 35 |
| | | | | | | | | **1.90** | | | | 36 |
| | | | | | | | | 1.82 | | | | 37 |
| | | | | | | | | | | *a*2.08 | | 38 |
| | | | | | | | | | | *b*2.23 | | 39 |
| | | | | | | | | 2.07 | | | | 40 |
| | | | | | | | | **2.00** | | | | 41 |
| | | | | | | | | 1.92 | | | | 42 |
| | | | | | | | | 1.93 | | | **1.75** | 43 |
| | | | | | | | | 1.86 | | | | 44 |
| | | | | | | | | 1.78 | | | | 45 |
| | | | | | | | | 2.05 | *c*1.98 | | | 46 |
| | | | | | | | | **1.98** | | | | 47 |
| | | | | | | | | 1.90 | | | | 48 |

*c* No sample.
*d* Sample A. Ten cents extra for Sample B.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[Figures in large type denote rates

HARD BREAD.

| | Points of delivery. | Quantity offered. | Quantity awarded. | William C. Stone. | Hobart A. Stoddart. | The Annen Candy and Biscuit Co. | Adam J. Kasper. | Charles H. Pickens. | Reid, Murdoch & Co. |
|---|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | | |
| 1 | Chicago ..... Ill.. | 77,300 | **77,300** | b.**0325** | ..... | ..... | a 3.37 | ..... | ..... |
| 2 | | 79,300 | ..... | ..... | ..... | c.035 | | | |
| 3 | Omaha warehouse..... Nebr.. | 77,300 | ..... | c.0355 | c.0355 | ..... | ..... | ..... | ..... |

HOMINY.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | | |
| 4 | Chicago ..... Ill.. | 30,390 | ..... | ..... | ..... | ..... | ..... | ..... | d.0180 |
| 5 | Omaha or Kansas City..... | 30,390 | **30,390** | ..... | ..... | ..... | ..... | ..... | ..... |
| 6 | Omaha ..... Nebr.. | 30,390 | ..... | ..... | ..... | ..... | ..... | c.02¾ | ..... |

LARD.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | | |
| 7 | Chicago ..... Ill.. | 48,360 | **27,760** | ..... | ..... | ..... | ..... | ..... | ..... |
| 8 | | | | | | | | | |
| 9 | Chicago, Ill., Kansas City, Mo., St. Joseph, Mo., St. Louis, Mo., St. Paul, Minn., Omaha, Nebr. | 48,360 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 10 | Pottawatomie School.... Kans.. | 600 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 11 | Kansas City..... Mo.. | 48,360 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 12 | | | | | | | | | |
| 13 | Omaha ..... Nebr.. | 48,360 | **48,360** | ..... | ..... | ..... | ..... | ..... | ..... |
| 14 | | | | | | | | | |

MESS PORK.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | *Barrels.* | *Barrels.* | | | | | | |
| 15 | Chicago ..... Ill.. | 587 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 16 | Chicago, Ill., Kansas City., Mo., and St. Joseph, Mo..... | 300 | **300** | ..... | ..... | ..... | ..... | ..... | ..... |
| 17 | Omaha, Nebr., St. Louis, Mo., and St. Paul Minn ..... | 287 | **300** | ..... | ..... | ..... | ..... | ..... | ..... |
| 18 | Pottawatomie School.... Kans.. | 3 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |

ROLLED OATS.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | | |
| 19 | Ross Fork..... Idaho.. | 1,200 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 20 | Chicago ..... Ill.. | 104,069 | **104,069** | ..... | ..... | ..... | n 2.20 | ..... | d.03¾ |
| 21 | | | | | | | o 1.91 | | **d.03** |
| 22 | Sioux City ..... Iowa.. | 104,069 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 23 | Kansas City..... Mo.. | 104,069 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 24 | St. Louis..... Mo.. | 104,069 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 25 | Omaha ..... Nebr.. | 104,069 | ..... | ..... | ..... | ..... | ..... | p.065 | ..... |
| 26 | New York..... N. Y.. | 104,069 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 27 | Casper ..... Wyo.. | 2,000 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |

a Per 100 pounds f. o. b.
b Delivered at the warehouse, per pound.
c Per pound.
d Per pound, *only*.
e Per cwt.
f In 5-pound cans.
g In 10-pound cans.
h In 5-pound cans, } *only*.
i In 10-pound cans, }
j Per barrel *only*.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARD BREAD.

| Nathan W. Wells. | Edward Morris. | Schwarzchild & Sulsberger Co. | Edward A. Cudahy. | Steven Perkins. | Swift & Co. | Gilbert G. Wright. | Morris Oatmeal Co. | Oscar B. McGlasson. | Rollin A. Keyes. | Henry B. Steele. | Charles H. King. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |

HOMINY.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 4 |
| e 1.60 | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | 6 |

LARD.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | f 11.49 | | | | | | | | | | | 7 |
| | g 11.30 | | | | | | | | | | | 8 |
| | | | | | e 11.69 | | | | | | | 9 |
| | | | | e 10.00 | | | | | | | | 10 |
| | | h 11.775 | | | | | | | | | | 11 |
| | | i 11.675 | | | | | | | | | | 12 |
| | | | h 11.00 | | | | | | | | | 13 |
| | | | i 10.87 | | | | | | | | | 14 |

MESS PORK.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 18.40 | | | | | | | | | | | 15 |
| | | | | | j 17.69 | | | | | | | 16 |
| | | | | | j 17.79 | | | | | | | 17 |
| | | | | e 10.00 | | | | | | | | 18 |

ROLLED OATS.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 3.50 | | | | | | 19 |
| | | | | | | | k 2.10 | c .0304 | l .0334 | m 2.24 | | 20 |
| | | | | | | | | | | | | 21 |
| | | | | | | | | o .0299 | | | | 22 |
| | | | | | | | | c .0304 | | | | 23 |
| | | | | | | | | c .0304 | | | | 24 |
| | | | | | | | | c .0304 | | | | 25 |
| | | | | | | | | c .0319 | | | | 26 |
| | | | | | | | | | | | q 70.00 | 27 |

k Per case, 36 2-pound packages in case.
l 72-pound cases, per pound.
m Per case, 36 2-pound packages in case.
n Per case, 36 2-pound packages in case, } f. o. b.
o Per case, 30 2-pound packages in case, }
p Per package *only*.
q For all.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

OATS.

| | Points of delivery. | Quantity offered. | Quantity awarded. | Charles H. Searing. | Adolf Schuster. | Clinton N. Cotton. | Charles H. Algert. | David Roberts. | Abraham Stanb. | Sam Williamson. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | | | |
| 1 | Hackberry (for Truxton Canyon School)....Ariz.. | 5,000 | **5,000** | **2.65** | | | | | | |
| 2 | Holbrook (for Hopi School) .....Ariz.. | 20,000 | | 1.79 | | | | | | |
| 3 | Keam's Canyon (for Hopi School) Ariz.. | 20,000 | **20,000** | **2.69** | | | | | | |
| 4 | Hopi School....Ariz.. | 20,000 | | | 2.87 | 3.20 | | | | |
| 5 | Winslow (for Western Navaho School), Ariz | 15,000 | **15,000** | **1.89** | | | | | | |
| 6 | Western Navaho School .....Ariz.. | 15,000 | | | | | a.04 | | | |
| 7 | Fort Lewis School .....Colo.. | 30,000 | **30,000** | **2.03** | | | | | | |
| 8 | Grand Junction (for School).....Colo.. | 20,000 | **20,000** | | | | | **1.50** | 2.425 | |
| 9 | Grand Junction School.....Colo.. | 20,000 | | 1.88 | | | | | | 1.90 |
| 10 | Hesperus (for Fort Lewis School).Colo.. | 30,000 | | | | | | | 2.455 | |
| 11 | Ignacio (for subagency).....Colo.. | 30,000 | **30,000** | **1.93** | | | | | 2.265 | |
| 12 | Navaho Springs Agency.....Colo.. | 10,000 | | | | | | | | |
| 13 | Navaho Springs.....Colo.. | 10,000 | **10,000** | | | | | | | |
| 14 | Mountain Home (for Western Shoshoni Agency).....Idaho .. | 2,000 | **2,000** | | | | | | | |
| 15 | Mountain Home (for Western Shoshoni School).....Idaho.. | 4,000 | **4,000** | | | | | | | |
| 16 | Ross Fork (for Fort Hall Agency), Idaho | 50,000 | **50,000** | | | | | | | 1.80 |
| 17 | Seneca School .....Ind. T.. | 25,000 | **25,000** | | | | | | | |
| 18 | Wyandot .....Ind. T.. | 25,000 | | 1.33 | | | | | | |
| 19 | Sauk and Fox Agency.....Iowa.. | 10,000 | **10,000** | **1.33** | | | | | | |
| 20 | Elgin (for Osage School).....Kans.. | 16,000 | | 1.28 | | | | | | |
| 21 | Cass Lake.....Minn.. | 4,000 | **4,000** | | | | | | | |
| 22 | Solway (for Red Lake Chippawa), Minn | 10,000 | **10,000** | | | | | | | |
| 23 | Solway (for Red Lake School)...Minn.. | 8,760 | **8,760** | | | | | | | |
| 24 | Solway (for Cross Lake School)..Minn.. | 8,000 | **8,000** | | | | | | | |
| 25 | Tower (for Vermilion Lake School), Minn | 6,000 | | | | | | | | |
| 26 | Vermilion Lake School .....Minn.. | 6,000 | **6,000** | **1.50** | | | | | | |
| 27 | Walker (for Leech Lake Chippawa), Minn | 7,500 | | | | | | | | |
| 28 | Walker (for Leech Lake School).Minn.. | 5,000 | | | | | | | | |
| 29 | Walker (for Leech Lake Chippawa and School) .....Minn.. | 12,500 | | | | | | | | |
| 30 | Walker (for Leech Lake and Red Lake Chippawa and School).....Minn.. | 22,500 | **12,500** | **1.43** | | | | | | |
| 31 | Blackfeet Agency .....Mont.. | 60,000 | | | | | | | | |
| 32 | Browning (for Blackfeet Agency), Mont.. | 60,000 | **60,000** | | | | | | | |
| 33 | Fort Peck Agency.....Mont.. | 20,000 | **44,000** | | | | | | | |
| 34 | Fort Peck School .....Mont.. | 24,000 | | | | | | | | |
| 35 | Rosebud Station (for Tongue River), Mont | 30,000 | | | | | | | | |
| 36 | Tongue River Agency .....Mont.. | 30,000 | **30,000** | | | | | | | |
| 37 | Dakota City (for Omaha and Winnebago).....Nebr.. | 59,000 | | | | | | | | |
| 38 | Hope School .....Nebr.. | 6,400 | **6,400** | | | | | | | |
| 39 | Omaha School.....Nebr.. | 11,000 | **11,000** | 1.27 | | | | | | |
| 40 | Rushville (for Pine Ridge).....Nebr.. | 200,000 | **200,000** | | | | | | | |
| 41 | Valentine (for Rosebud).....Nebr.. | 100,000 | **100,000** | | | | | | | |
| 42 | Winnebago Agency .....Nebr.. | 32,000 | **32,000** | | | | | | | |
| 43 | Winnebago School .....Nebr.. | 16,000 | **16,000** | | | | | | | |
| 44 | Winnebago (for Agency and School), Nebr | 48,000 | | 1.23 | | | | | | |

a Per pound.
b New crop, 1902.
c *Only.*
d Per bushel.
e Wants both or none.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

OATS.

| Henry F. Morgan. | Herman M. Guillet. | Charles R. Kelsey. | Gilbert G. Wright. | John G. Brown. | John G. McGannon. | Sever S. Stadsvold. | James O. Kauhm. | Charles C. Oppel. | Joseph H. Sherburne. | William M. Atkinson. | J. F. Twamley & Son. | Cornelius J. O'Connor. | Harold J. Hutton. | George P. Comer. | John Brown. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | 1 |
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| | | | | | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | | | | | 11 |
| 3.90 | | | | | | | | | | | | | | | | 12 |
| | **2.00** | | | | | | | | | | | | | | | 13 |
| | | **2.00** | | | | | | | | | | | | | | 14 |
| | | **2.00** | | | | | | | | | | | | | | 15 |
| | | | 2.13 | b**1.34** | | | | | | | | | | | | 16 |
| | | | | | **1.25** | | | | | | | | | | | 17 |
| | | | | | | | | | | | | | | | | 18 |
| | | | | | | | | | | | | | | | | 19 |
| | | | | | | | | | | | | | | | | 20 |
| | | | | | | c1.50 | **1.99** | | | | | | | | | 21 |
| | | | | | | c1.44 | **1.99** | | | | | | | | | 22 |
| | | | | | | c1.44 | **1.99** | | | | | | | | | 23 |
| | | | | | | c1.44 | **1.99** | | | | | | | | | 24 |
| | | | | | | | | d.60 | | | | | | | | 25 |
| | | | | | | | 1.99 | | | | | | | | | 26 |
| | | | | | | c1.49 | | | | | | | | | | 27 |
| | | | | | | c1.49 | | | | | | | | | | 28 |
| | | | | | | | 1.99 | | | | | | | | | 29 |
| | | | | | | | | | | | | | | | | 30 |
| | | | | | | | | | 1.45 | 1.40 | | | | | | 31 |
| | | | | | | | **1.335** | | 1.37 | | | | | | | 32 |
| | | | | | | | c1.69 | | | **1.45** | | | | | | 33 |
| | | | | | | | c1.69 | | | **1.45** | | | | | | 34 |
| | | | | | | | 1.72 | | | | | | | | | 35 |
| | | | | | | | **2.39** | | | | | | | | | 36 |
| | | | | | | | | | | | f1.35 | | | | | 37 |
| | | | | | | | | | | | | | | | **1.33** | 38 |
| | | | | | | | | | | | | **1.26** | | | | 39 |
| | | | | | | | | | | | g1.40 | | 1.58 | f**1.29** | | 40 |
| | | | | | | | | | | | g1.35 | | 1.56 | h**1.19** | | 41 |
| | | | | | | | | | | | | **1.17** | | | | 42 |
| | | | | | | | | | | | | **1.17** | | | | 43 |
| | | | | | | | | | | | | | | | | 44 |

f Delivery to be made in car lots only, f. o. b. cars.
g F. o. b.
h Delivered at Valentine, Nebr., at $1.19, or at Rosebud Agency, S. Dak., at $1.39.
i Delivered at Rushville at $1.29, or at agency at $1.44.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE—Figures in large type denote rates

OATS—Continued.

| Number. | Points of delivery. | | Quantity offered. | Quantity awarded. | David A. Bitner. | Charles H. Searing. | Abraham Staab. |
|---|---|---|---|---|---|---|---|
| | | | *Pounds.* | *Pounds.* | | | |
| 1 | Albuquerque School | N. Mex. | 30,000 | **30,000** | 2.10 | **1.73** | 2.165 |
| 2 | Dulce (for Jicarilla) | N. Mex. | 50,000 | | | 1.93 | 2.165 |
| 3 | Gallup (for Navaho Agency and School) | N. Mex. | 70,000 | **70,000** | | **1.71** | 2.425 |
| 4 | Jicarilla Agency | N. Mex. | 50,000 | **50,000** | | | |
| 5 | Navaho Agency | N. Mex. | 60,000 | | | | |
| 6 | Navaho School | N. Mex. | 10,000 | | | | |
| 7 | Santa Fe School | N. Mex. | 30,000 | **30,000** | | **1.68** | 2.045 |
| 8 | Fort Berthold Agency and School | N. Dak. | 68,000 | **68,000** | | | |
| 9 | Standing Rock Agency | N. Dak. | 100,000 | **100,000** | | | |
| 10 | Standing Rock Agency and School | N. Dak. | 8,700 | **8,700** | | | |
| 11 | Standing Rock Agricultural School | N. Dak. | 22,300 | **22,300** | | | |
| 12 | Standing Rock Grand River School | N. Dak. | 26,000 | **26,000** | | | |
| 13 | Anadarko (for Kiowa, etc) | Okla. | 80,000 | **80,000** | | **1.38** | |
| 14 | Geary (for Cantonment School) | Okla. | 33,000 | **32,000** | | **1.38** | |
| 15 | Osage School | Okla. | 16,000 | **16,000** | | | |
| 16 | Stroud (for Sauk and Fox School) | Okla. | 3,200 | **3,200** | | **1.49** | |
| 17 | Canton Insane Asylum | S. Dak. | 2,000 | **2,000** | | | |
| 18 | Chamberlain School | S. Dak. | 18,000 | **18,000** | | | |
| 19 | Cheyenne River Agency and School | S. Dak. | 35,000 | **35,000** | | | |
| 20 | Crow Creek Agency and School | S. Dak. | 70,800 | **70,800** | | | |
| 21 | Gettysburg (for Cheyenne River) | S. Dak. | 90,000 | | | | |
| 22 | Lower Brulé Agency and School | S. Dak. | 67,500 | **67,500** | | | |
| 23 | Pierre School | S. Dak. | 12,000 | **12,000** | | | |
| 24 | Pine Ridge Agency | S. Dak. | 200,000 | **200,000** | | | |
| 25 | Pollock (for Standing Rock) | S. Dak. | 168,000 | | | | |
| 26 | Rapid City School | S. Dak. | 9,000 | **9,000** | | | |
| 27 | Rosebud Agency | S. Dak. | 100,000 | **100,000** | | | |
| 28 | Sisseton School | S. Dak. | 17,600 | | | | |
| 29 | Springfield (for Hope School) | S. Dak. | 6,500 | | | 1.37 | |
| 30 | Wagner (for Yankton) | S. Dak. | 60,000 | | | | |
| 31 | Yankton Agency and School | S. Dak. | 60,000 | **60,000** | | | |
| 32 | Ogden (for Carson School) | Utah. | 12,000 | | | | |
| 33 | Ogden (for Western Shoshone) | Utah. | 6,000 | | | | |
| 34 | Ouray Agency (for agency and school) | Utah. | 47,000 | **47,000** | | **1.80** | |
| 35 | Price Station (for Uinta School) | Utah. | 3,000 | | | 1 | |
| 36 | Price (for Ouray and Uinta) | Utah. | 50,000 | | | | |
| 37 | Uinta School | Utah. | 3,000 | **3,000** | | | |
| 38 | Ashland (for La Pointe Chippewa) | Wis. | 32,000 | **32,000** | | **1.39** | |
| 39 | Green Bay Agency | Wis. | 36,000 | **36,000** | | | |
| 40 | Hayward School | Wis. | 10,000 | **10,000** | | | |
| 41 | Lac du Flambeau School | Wis. | 20,000 | **20,000** | | *b* **1.43** | |
| 42 | Shawano (for Green Bay Agency) | Wis. | 36,000 | | | 1.39 | |

*a* Delivered at Valentine, Nebr., for $1.19, or at Rosebud Agency, S. Dak., for $1.39.
*b* Delivered at Lac du Flambeau.
*c* Delivered at Rushville at $1.29, or at agency at $1.44.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

OATS—Continued.

| Emmet Wirt. | Robert E. Putney. | Clinton N. Cotton. | James O. Kauhm. | John P. Soderstrom. | Edwin F. Sparrow. | George L. Chesley. | James W. Sanford. | J. Arthur Lake. | Harold J. Hutton. | John Brown. | George P. Comer. | John J. McNamara. | Sam Williamson. | Harden Benion. | David Roberts. | John A. Lieg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | | | | | 3 |
| **1.39** | | | | | | | | | | | | | | | | | 4 |
| | 2.88 | 2.75 | | | | | | | | | | | | | | | 5 |
| | | 2.75 | | | | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | | | | | | 7 |
| | | | **2.04** | | | | | | | | | | | | | | 8 |
| | | | **1.84** | | | | | | | | | | | | | | 9 |
| | | | **1.84** | | | | | | | | | | | | | | 10 |
| | | | **1.84** | | | | | | | | | | | | | | 11 |
| | | | **1.82** | | | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | | | | | | 13 |
| | | | | | | | | | | | | | | | | | 14 |
| | | | | **1.25** | 1.33 | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | | | | | | 16 |
| | | | | | | **1.35** | | | | | | | | | | | 17 |
| | | | | | | | **1.59** | | | | | | | | | | 18 |
| | | | 1.82 | | | | | **1.44** | | | | | | | | | 19 |
| | | | | | | | **1.59** | | | | | | | | | | 20 |
| | | | | | | | | | 1.58 | | | | | | | | 21 |
| | | | | | | | **1.59** | | | | | | | | | | 22 |
| | | | **1.82** | | | | | | | | | | | | | | 23 |
| | | | | | | | | | | | c **1.44** | | | | | | 24 |
| | | | | | | | | | 1.70 | | | | | | | | 25 |
| | | | | | | | | | | | | **1.67** | | | | | 26 |
| | | | | | | | | | | | a **1.39** | | | | | | 27 |
| | | | | | | | | 1.40 | | | | | | | | | 28 |
| | | | | | | | | | | | | | | | | | 29 |
| | | | | | | | | | 1.53 | | | | | | | | 30 |
| | | | | | | **1.28** | | | | 1.33 | | | | | | | 31 |
| | | | | | | | | | | | | | 1.80 | | | | 32 |
| | | | | | | | | | | | | | 1.80 | | | | 33 |
| | | | | | | | | | | | | | | 1.95 | | | 34 |
| | | | | | | | | | | | | | 2.25 | | | | 35 |
| | | | | | | | | | | | | | | | 1.50 | | 36 |
| | | | | | | | | | | | | | | **1.95** | | | 37 |
| | | | 1.89 | | | | | | | | | | | | | | 38 |
| | | | | | | | | | | | | | | | | **1.25** | 39 |
| | | | **1.99** | | | | | | | | | | | | | | 40 |
| | | | 1.90 | | | | | | | | | | | | | | 41 |
| | | | 1.90 | | | | | | | | | | | | | | 42 |

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*Abstract of proposals received and contracts awarded at Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

RICE.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Reid, Murdoch & Co. | Marvin A. Dean. | Rollin A. Keyes. | Henry B. Steele. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Chicago ..... Ill.. | 47,320 | **47,320** | a.03⅞ | .04225 | .0448 | .05¼ |
| 2 | | | | .04 | .0374 | | .05¼ |
| 3 | | | | .04½ | .0649 | | .04⅞ |
| 4 | | | | | .02815 | | |
| 5 | Omaha ..... Nebr.. | 47,320 | ..... | ..... | ..... | ..... | ..... |
| 6 | | 10,000 | ..... | ..... | ..... | ..... | ..... |
| 7 | | 15,000 | ..... | ..... | ..... | ..... | ..... |
| 8 | | 15,000 | ..... | ..... | ..... | ..... | ..... |
| 9 | | 20,000 | ..... | ..... | ..... | ..... | ..... |
| 10 | New York City ..... N. Y.. | 47,320 | ..... | ..... | ..... | ..... | ..... |
| 11 | | | | | | | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | | | | | | | |
| 15 | | 47,300 | ..... | ..... | ..... | ..... | ..... |

SALT, COARSE.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 16 | Fort Lewis School ..... Colo.. | 2,000 | **2,000** | ..... | ..... | ..... | ..... |
| 17 | Grand Junction (for school) ..... Colo.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 18 | Ignacio (for subagency) ..... Colo.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 19 | Mancos (for Navajo Springs) ..... Colo.. | 500 | ..... | ..... | ..... | ..... | ..... |
| 20 | Navaho Springs Agency ..... Colo.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 21 | Blackfoot (for Fort Hall School) ..... Idaho.. | 1,000 | **1,000** | ..... | ..... | ..... | ..... |
| 22 | Ross Fork (for Fort Hall Agency) .... Idaho.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 23 | Seneca School ..... Ind. T.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 24 | Wyandot (for Seneca School) ..... Ind. T.. | 500 | ..... | ..... | ..... | ..... | ..... |
| 25 | Sauk and Fox School ..... Iowa.. | 800 | ..... | ..... | ..... | ..... | ..... |
| 26 | Toledo (for Sauk and Fox School) .... Iowa.. | 800 | **800** | ..... | ..... | ..... | ..... |
| 27 | Elgin (for Osage School) ..... Kans.. | 1,000 | **1,000** | ..... | ..... | ..... | ..... |
| 28 | Germantown (for Kickapoo School) .. Kans.. | 400 | **400** | ..... | ..... | ..... | ..... |
| 29 | Haskell Institute ..... Kans.. | 2,000 | **2,000** | ..... | ..... | ..... | ..... |
| 30 | Hoyt (for Potawatomi School) ..... Kans.. | 600 | **600** | ..... | ..... | ..... | ..... |
| 31 | Mount Pleasant School ..... Mich.. | 2,400 | **2,400** | ..... | ..... | ..... | ..... |
| 32 | Cass Lake (for school) ..... Minn.. | 140 | **140** | ..... | ..... | ..... | ..... |
| 33 | Detroit (for White Earth School) ..... Minn.. | 500 | ..... | ..... | ..... | ..... | ..... |
| 34 | Pipestone School ..... Minn.. | 1,500 | **1,500** | ..... | ..... | ..... | ..... |
| 35 | Solway (for Red Lake and Cross Lake schools) ..... Minn.. | 400 | **400** | ..... | ..... | ..... | ..... |
| 36 | Twin Valley (for W. R. R. School) .... Minn.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 37 | Walker (for Leech Lake Chippewas and School) ..... Minn.. | 760 | **760** | ..... | ..... | ..... | ..... |
| 38 | White Earth School ..... Minn.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 39 | Blackfoot Agency warehouse ..... Mont.. | 5,000 | ..... | ..... | ..... | ..... | ..... |
| 40 | Browning (for Blackfoot Agency) .... Mont.. | 5,000 | **5,000** | ..... | ..... | ..... | ..... |
| 41 | Crow Agency School ..... Mont.. | 500 | **500** | ..... | ..... | ..... | ..... |
| 42 | Fort Shaw School ..... Mont.. | 3,000 | **3,000** | ..... | ..... | ..... | ..... |
| 43 | Harlem (for Fort Belknap School) .... Mont.. | 400 | **400** | ..... | ..... | ..... | ..... |
| 44 | Rosebud Station (for Tongue River) .. Mont.. | 8,000 | ..... | ..... | ..... | ..... | ..... |
| 45 | Tongue River Agency ..... Mont.. | 8,000 | **8,000** | ..... | ..... | ..... | ..... |

a "Only."
b Per cwt.
c F. o. b.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

RICE.

| Adam J. Kasper. | O. W. Butts. | Charles H. Pickens. | Francis J. Dessoir. | Alfred Davis. | John J. O'Rorke. | Charles H. Searing. | Herman M. Gullet. | John G. Brown. | John G. McGannon. | William R. Kenedy. | James O. Kauhm. | George L. Chesley. | Orville P. Nason. | Joseph H. Sherburne. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| c.0415 | | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | | | 4 |
| | b3.98 | | | | | | | | | | | | | | 5 |
| | | a.04⅜ | | | | | | | | | | | | | 6 |
| | | a.04½ | | | | | | | | | | | | | 7 |
| | | a.04 | | | | | | | | | | | | | 8 |
| | | a.03⅞ | | | | | | | | | | | | | 9 |
| | | | .058 | | a.04⅜ | | | | | | | | | | 10 |
| | | | .0517 | | a.03⅞ | | | | | | | | | | 11 |
| | | | .0455 | | a.04 | | | | | | | | | | 12 |
| | | | .0417 | | a.04¼ | | | | | | | | | | 13 |
| | | | | | a.04⅛ | | | | | | | | | | 14 |
| | | | | .0520 | | | | | | | | | | | 15 |

SALT, COARSE.

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **1.97** | | | | | | | | | 16 |
| | | | | | | **2.25** | | | | | | | | | 17 |
| | | | | | | **2.10** | | | | | | | | | 18 |
| | | | | | | 2.25 | | | | | | | | | 19 |
| | | | | | | | **1.75** | | | | | | | | 20 |
| | | | | | | | | **1.25** | | | | | | | 21 |
| | | | | | | | | **1.25** | | | | | | | 22 |
| | | | | | | | | | **.93** | | | | | | 23 |
| | | | | | | 1.05 | | | | | | | | | 24 |
| | | | | | | 1.30 | | | | | | | | | 25 |
| | | | | | | | | | | **1.10** | | | | | 26 |
| | | | | | | **.93** | | | | 1.05 | | | | | 27 |
| | | | | | | 1.15 | | | | **1.00** | | | | | 28 |
| | | | | | | **.73** | | | | .85 | | | | | 29 |
| | | | | | | 1.05 | | | | **1.05** | | | | | 30 |
| | | | | | | e**.73** | | | | .80 | .88 | | | | 31 |
| | | | | | | | | | | d1.80 | **1.49** | | | | 32 |
| | | | | | | | | | | 1.25 | 1.39 | | | | 33 |
| | | | | | | f.95 | | | | .90 | 1.59 | 1.23 | **.80** | | 34 |
| | | | | | | | | | | **1.45** | 1.49 | | | | 35 |
| | | | | | | | | | | **1.50** | 1.59 | | | | 36 |
| | | | | | | | | | | **1.70** | 1.79 | | | | 37 |
| | | | | | | | | | | | | **1.50** | | | 38 |
| | | | | | | | | | | | | | | 1.85 | 39 |
| | | | | | | | | | | | **1.74** | | | 1.77 | 40 |
| | | | | | | | | | | | **2.00** | | | | 41 |
| | | | | | | | | | | | **1.48** | | | | 42 |
| | | | | | | | | | | | **2.14** | | | | 43 |
| | | | | | | | | | | | 1.69 | | | | 44 |
| | | | | | | | | | | | **2.19** | | | | 45 |

d Delivered at the school.
e Delivered at Mount Pleasant, Mich.
f Delivered at Pipestone.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SALT, COARSE—Continued.

| Number. | Points of delivery. | | Quantity offered. | Quantity awarded. | Charles H. Searing. | William R. Kenedy. |
|---|---|---|---|---|---|---|
| | | | *Pounds.* | *Pounds.* | | |
| 1 | Bloomfield (for Santees and school) | Nebr. | 1,200 | **1,200** | **a1.09** | 1.15 |
| 2 | Dakota City (for Omaha and Winnebago) | Nebr. | 1,500 | | | .95 |
| 3 | Genoa School | Nebr. | 1,000 | **1,000** | **.89** | .90 |
| 4 | Omaha and Winnebago Agency (for Winnebago) | Nebr. | 600 | | | |
| 5 | Omaha School | Nebr. | 700 | **700** | **.97** | |
| 6 | Rushville (for Pine Ridge schools) | Nebr. | 1,500 | **1,500** | | **1.10** |
| 7 | Winnebago School | Nebr. | 200 | | | |
| 8 | Winnebago (for Winnebagoes and school) | Nebr. | 800 | **800** | **.97** | |
| 9 | Dulce (for Jicarilla Agency) | N. Mex. | 3,000 | | 1.49 | |
| 10 | Jicarilla Agency | N. Mex. | 3,000 | **3,000** | | 200 |
| 11 | Santa Fe School | N. Mex. | 1,000 | **1,000** | a1.43 | |
| 12 | Eastern Cherokee School | N. C. | 800 | **800** | | **1.70** |
| 13 | Whittier (for Eastern Cherokee School) | N. C. | 800 | | 1.75 | |
| 14 | Fort Totten School | N. Dak. | 3,000 | **3,000** | | **1.60** |
| 15 | Standing Rock Agency | N. Dak. | 1,800 | **1,800** | | |
| 16 | Anadarko (for Kiowa Agency) | Okla. | 1,000 | **1,000** | **1.15** | |
| 17 | Darlington (for Cheyenne and Arapaho Agency and schools) | Okla. | 8,600 | **8,600** | **.73** | |
| 18 | Fort Sill (for school) | Okla. | 1,200 | **1,200** | **1.15** | |
| 19 | Harrison (for Rainy Mountain School) | Okla. | 800 | **800** | **1.15** | |
| 20 | Kildare (for Kaw School) | Okla. | 1,000 | **1,000** | **.93** | 1.15 |
| 21 | Pawnee (for Pawnee School) | Okla. | 1,000 | **1,000** | **1.03** | 1.55 |
| 22 | Seger School (see Weatherford) | Okla. | 2,000 | | | 1.40 |
| 23 | Shawnee (for Absentee Shawnee School) | Okla. | 300 | **300** | **1.40** | 1.45 |
| 24 | Stroud (for Sauk and Fox School) | Okla. | 1,500 | **1,500** | **1.30** | 1.45 |
| 25 | Weatherford (for Seger School) | Okla. | 2,000 | **2,000** | **1.30** | |
| 26 | White Eagle (for Ponca and Otoe School) | Okla. | 2,000 | **2,000** | **.93** | 1.15 |
| 27 | Chamberlain School | S. Dak. | 1,000 | **1,000** | | b**1.15** |
| 28 | Cheyenne River Agency (for agency and school) | S. Dak. | 7,000 | **7,000** | | |
| 29 | Crow Creek Agency and School | S. Dak. | 4,000 | **4,000** | | c1.25 |
| 30 | Flandreau School | S. Dak. | 2,000 | **2,000** | | 1.10 |
| 31 | Lower Brulé Agency and School | S. Dak. | 400 | **400** | | c1.30 |
| 32 | Pierre School | S. Dak. | 400 | **400** | | 1.20 |
| 33 | Rapid City School | S. Dak. | 500 | **500** | | |
| 34 | Sisseton School | S. Dak. | 500 | **500** | | 1.25 |
| 35 | Springfield (for Hope School) | S. Dak. | 280 | **280** | **1.45** | 1.50 |
| 36 | Yankton Agency | S. Dak. | 5,000 | **5,000** | | |
| 37 | Green Bay Agency | Wis. | 1,120 | **1,120** | | .91 |
| 38 | Hayward (for Hayward School) | Wis. | 600 | **600** | | |
| 39 | Lac du Flambeau School | Wis. | 800 | **800** | | |
| 40 | Oneida School | Wis. | 1,000 | **1,000** | | .95 |
| 41 | Tomah School | Wis. | 2,000 | **2,000** | **.95** | 1.00 |
| 42 | Wittenberg School | Wis. | 600 | **600** | f.99 | **.90** |

a Delivered at Santa Fe.
b Delivered at Chamberlain.
c Delivered at agency.
d Delivered at Oneida.
e Delivered at Tomah.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have beeen awarded.]

SALT, COARSE—Continued.

| Cornelius J. O'Connor. | John J. McNamara. | Emmet Wirt. | Samuel R. Hinckley. | James O. Kauhm. | George L. Chesley. | James W. Sanford. | Orville P. Nason. | J. Arthur Lake. | John A. Lieg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | 1 |
| | | | | | | | | | | 2 |
| | | | | | | | | | | 3 |
| 1.63 | | | | | | | | | | 4 |
| 1.79 | | | | | | | | | | 5 |
| | | | | | | | | | | 6 |
| 1.63 | | | | | | | | | | 7 |
| | | | | | | | | | | 8 |
| | | | | | | | | | | 9 |
| | | **1.45** | | | | | | | | 10 |
| | | | **1.05** | | | | | | | 11 |
| | | | | | | | | | | 12 |
| | | | | | | | | | | 13 |
| | | | | 1.70 | | | | | | 14 |
| | | | | *g* **.89** | | | | | | 15 |
| | | | | | | | | | | 16 |
| | | | | | | | | | | 17 |
| | | | | | | | | | | 18 |
| | | | | | | | | | | 19 |
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| | | | | | | | | | | 24 |
| | | | | | | | | | | 25 |
| | | | | | | | | | | 26 |
| | | | | | 1.15 | 1.17 | | | | 27 |
| | | | | **.89** | | | | *i* .95 | | 28 |
| | | | | | | **1.17** | | | | 29 |
| | | | | 1.38 | 1.18 | | **.95** | | | 30 |
| | | | | | | **1.17** | | | | 31 |
| | | | | 1.48 | 1.25 | | | **1.20** | | 32 |
| | **1.30** | | | | 1.30 | | | | | 33 |
| | | | | | 1.20 | | | **1.20** | | 34 |
| | | | | | | | | | | 35 |
| | | | | **1.28** | 1.29 | | | | | 36 |
| | | | | | | | | | **.74** | 37 |
| | | | | **1.50** | | | | | | 38 |
| | | | | **1.35** | | | | | | 39 |
| | | | | *d* .99 | | | | | **.84** | 40 |
| | | | | *e* 1.15 | | | | | | 41 |
| | | | | | | | | | | 42 |

*f* Delivered at Wittenberg.
*g* 1,000 pounds for agency, 300 pounds for school, 500 pounds for agricultural school.
*h* Bid is on 500 pounds; awarded 1,200 pounds.
*i* Delivered at agency and school.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SALT, FINE.

| Number. | Points of delivery. | | Quantity offered. | Quantity awarded. | Charles H. Searing. | Herman Gullet. |
|---|---|---|---|---|---|---|
| | | | *Pounds.* | *Pounds.* | | |
| 1 | Fort Lewis School | Colo. | 4,000 | **4,000** | **2.15** | |
| 2 | Grand Junction (for school) | Colo. | 1,500 | **1,500** | **2.25** | |
| 3 | Ignacio (for agency and school) | Colo. | 2,000 | **2,200** | **2.15** | |
| 4 | Mancos (for Navaho Springs) | Colo. | 1,500 | | 2.25 | |
| 5 | Navaho Springs | Colo. | 1,500 | **1,500** | | **2.00** |
| 6 | Blackfoot (for Fort Hall School) | Idaho. | 1,200 | **1,200** | | |
| 7 | Seneca School | Ind. T. | 500 | **500** | | |
| 8 | Wyandotte (for Seneca School) | Ind. T. | 500 | | 1.45 | |
| 9 | Sauk and Fox Agency (for school) | Iowa. | 500 | | 1.30 | |
| 10 | Toledo (for Sauk and Fox School) | Iowa. | 500 | **500** | | |
| 11 | Elgin (for Osage School) | Kans. | 2,000 | **2,000** | **.98** | |
| 12 | Germantown (for Kickapoo School) | Kans. | 330 | **330** | 1.40 | |
| 13 | Haskell Institute | Kans. | 6,000 | | | |
| 14 | Hoyt (for Potawatomi School) | Kans. | 600 | **600** | 1.25 | |
| 15 | Lawrence (for Haskell Institute) | Kans. | 6,000 | **6,000** | **.97** | |
| 16 | Mount Pleasant School | Mich. | 1,500 | **1,500** | *b* **.83** | |
| 17 | Bena (for Bena School) | Minn. | 450 | **450** | | |
| 18 | Cass Lake School | Minn. | 100 | **100** | | |
| 19 | Detroit (for White Earth Police and School) | Minn. | 1,100 | | | |
| 20 | Morris School | Minn. | 1,000 | **1,000** | **1.40** | |
| 21 | Park Rapids (for Pine Point School) | Minn. | 400 | **400** | | |
| 22 | Pipestone School | Minn. | 500 | **500** | *f* 1.10 | |
| 23 | Solway (for Red Lake and Cross Lake Schools) | Minn. | 450 | | | |
| 24 | Solway (for schools and police) | Minn. | 550 | **450** | | |
| 25 | Tower (for Vermilion Lake) | Minn. | 1,800 | | | |
| 26 | Twin Valley (for W. R. R. School) | Minn. | 500 | **500** | | |
| 27 | Vermilion Lake School | Minn. | 1,800 | **1,800** | **1.19** | |
| 28 | Walker (for Leech Lake Chippewa School and police), Minn | | 400 | | | |
| 29 | | | 300 | **400** | | |
| 30 | White Earth School | Minn. | 1,000 | **1,100** | | |
| 31 | Arlee (for Flathead School) | Mont. | 700 | **700** | | |
| 32 | Browning (for Blackfeet School) | Mont. | 760 | **760** | | |
| 33 | Crow Agency School | Mont. | 500 | **500** | | |
| 34 | Fort Peck School | Mont. | 1,500 | **1,500** | | |
| 35 | Fort Shaw School | Mont. | 1,500 | **1,500** | | |
| 36 | Harlem (for Fort Belknap School) | Mont. | 1,000 | **1,000** | | |
| 37 | Bloomfield (for Santee) | Nebr. | 1,900 | **1,900** | **1.16** | |
| 38 | Dakota City (for Omaha and Winnebago) | Nebr. | 1,450 | | | |
| 39 | Genoa School | Nebr. | 400 | **400** | 1.25 | |
| 40 | Omaha School | Nebr. | 950 | | | |
| 41 | | | 500 | **500** | **1.25** | |

*a* Delivered at Cass Lake.
*b* Delivered at Mount Pleasant.
*e* {200 pounds for Red Lake School.
{250 pounds for Cross Lake School.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SALT, FINE.

| John G. Brown. | John G. McGannon. | William R. Kenedy. | James O. Kauhm. | George L. Cheeley. | Orville P. Nason. | Charles C. Oppel. | Cornelius J. O'Connor. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 1 |
| | | | | | | | | 2 |
| | | | | | | | | 3 |
| | | | | | | | | 4 |
| | | | | | | | | 5 |
| **2.50** | | | | | | | | 6 |
| | **1.17** | | | | | | | 7 |
| | | | | | | | | 8 |
| | | | | | | | | 9 |
| | | **1.20** | | | | | | 10 |
| | | 1.00 | | | | | | 11 |
| | | **1.10** | | | | | | 12 |
| | | 1.00 | | | | | | 13 |
| | | **1.10** | | | | | | 14 |
| | | | | | | | | 15 |
| | | 1.10 | 1.09 | | | | | 16 |
| | | **1.75** | 1.98 | | | | | 17 |
| | | **1.85** | *a* 1.98 | | | | | 18 |
| | | 1.55 | 1.69 | | | | | 19 |
| | | 1.55 | | | | | | 20 |
| | | **1.60** | 1.69 | | | | | 21 |
| | | *f* 1.15 | 1.70 | 1.40 | **1.05** | | | 22 |
| | | | 1.98 | | | | | 23 |
| | | *c* **1.60** | | | | | | 24 |
| | | | | | | 1.50 | | 25 |
| | | **1.60** | 1.69 | | | | | 26 |
| | | | | | | | | 27 |
| | | | 1.98 | | | | | 28 |
| | | *d* **1.75** | | | | | | 29 |
| | | | | *e* **1.50** | | | | 30 |
| | | | **2.60** | | | | | 31 |
| | | | **1.99** | | | | | 32 |
| | | | **2.54** | | | | | 33 |
| | | | **2.44** | | | | | 34 |
| | | | **1.96** | | | | | 35 |
| | | | **2.39** | | | | | 36 |
| | | 1.25 | | | | | | 37 |
| | | 1.05 | | | | | | 38 |
| | | **1.00** | | | | | | 39 |
| | | | | | | | 2.17 | 40 |
| | | | | | | | | 41 |

*d* 100 pounds for Leech Lake Chippewas, 200 pounds for Leech Lake School, 100 pounds for Leech Lake police.
*e* For school, 1,000 pounds; for police, 100 pounds.
*f* Bid is on 550 pounds.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SALT, FINE—Continued.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Charles H. Searing. | William R. Kenedy. |
|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | |
| 1 | Rushville (for Pine Ridge) ....Nebr.. | 16,500 | **16,500** | ..... | **1.15** |
| 2 | Valentine (for Rosebud) ....Nebr.. | 12,280 | **11,380** | ..... | *f* **1.00** |
| 3 | Winnebago School....Nebr.. | 950 | **950** | **1.20** | ..... |
| 4 | | 1,000 | ..... | ..... | ..... |
| 5 | Santa Fe School....N. Mex.. | 4,000 | ..... | ..... | ..... |
| 6 | Santa Fe School (for school and Pueblo Day School) ....N. Mex.. | 4,100 | **4,100** | **1.45** | ..... |
| 7 | Eastern Cherokee School ....N. C.. | 1,300 | **1,300** | ..... | **1.70** |
| 8 | Whittier (for Eastern Cherokee School) ....N. C.. | 1,300 | ..... | 1.70 | ..... |
| 9 | Fort Berthold School....N. Dak.. | 1,000 | **1,000** | ..... | *b* 1.90 |
| 10 | Fort Totten School....N. Dak.. | 500 | **500** | ..... | **1.75** |
| 11 | Standing Rock Agency ....N. Dak.. | 8,700 | **8,700** | ..... | ..... |
| 12 | Anadarko (for Kiowa schools)....Okla.. | 3,035 | **3,035** | **1.08** | ..... |
| 13 | Darlington (for Cheyenne and Arapaho Agency and schools....Okla.. | 8,930 | **9,930** | **.98** | ..... |
| 14 | Pawnee (for Pawnee School)....Okla.. | 1,000 | **1,000** | **1.50** | 1.70 |
| 15 | Seger School ....Okla.. | 600 | **600** | ..... | **1.60** |
| 16 | Shawnee (for Absentee School) ....Okla.. | 300 | ..... | ..... | 1.75 |
| 17 | | 500 | **500** | **1.70** | |
| 18 | Stroud (for Sauk and Fox School) ....Okla.. | 500 | **500** | **1.70** | 1.75 |
| 19 | Weatherford (for Seger School)....Okla.. | 600 | ..... | 1.80 | ..... |
| 20 | White Eagle (for Ponca and Oto)....Okla.. | 1,410 | **1,410** | **1.21** | 1.40 |
| 21 | Chamberlain School ....S. Dak.. | 1,000 | ..... | ..... | 1.25 |
| 22 | Chamberlain (for school)....S. Dak.. | 1,000 | **1,000** | ..... | ..... |
| 23 | Chamberlain (for Rosebud)....S. Dak.. | 900 | **900** | ..... | ..... |
| 24 | Cheyenne River Agency and School....S. Dak.. | 2,000 | **2,000** | ..... | ..... |
| 25 | Crow Creek Agency and School....S. Dak.. | 1,300 | **1,300** | ..... | *b* 1.35 |
| 26 | Flandreau School ....S. Dak.. | 3,000 | **3,000** | ..... | 1.25 |
| 27 | Lower Brulé Agency and School....S. Dak.. | 500 | **500** | ..... | *b* 1.40 |
| 28 | Sisseton School ....S. Dak.. | 800 | **800** | ..... | 1.30 |
| 29 | Springfield (for Hope School) ....S. Dak.. | 300 | **300** | **1.60** | 1.60 |
| 30 | Pierre School ....S. Dak.. | 1,000 | **1,000** | ..... | 1.25 |
| 31 | Rapid City School ....S. Dak.. | 1,000 | **1,000** | ..... | ..... |
| 32 | Price (for Ouray and Uinta)....Utah.. | 8,200 | **8,200** | **1.93** | ..... |
| 33 | Green Bay Agency....Wis.. | 1,275 | **1,275** | ..... | .96 |
| 34 | Hayward School....Wis.. | 800 | **800** | ..... | ..... |
| 35 | Lac du Flambeau School ....Wis.. | 1,200 | **1,200** | *e* **.87** | 1.40 |
| 36 | Oneida School ....Wis.. | 1,000 | **1,000** | **.89** | 1.20 |
| 37 | Tomah School ....Wis.. | 900 | **900** | **.93** | 1.25 |
| 38 | Wittenberg School....Wis.. | 600 | **600** | **.98** | 1.20 |
| 39 | Casper (for Shoshone) ....Wyo.. | 8,000 | **8,000** | ..... | ..... |

*a* 5,000 pounds for agency, 1,200 pounds for school, 1,000 pounds for Agricultural School, 1,500 pounds for Grand River School.
*b* Bid is for delivery at agency.
*c* For schools. Delivered at schools.
*d* 200 pounds for Menominee, 975 pounds for Green Bay School, 100 pounds for Stockbridge Day School.
*e* Delivered at Lac du Flambeau.
*f* 8,580 pounds for agency, 2,800 pounds for schools.

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*advertisement of March 1, 1902, for furnishing supplies etc.*—Continued.

at which contracts have been awarded.]

SALT, FINE—Continued

| Cornelius J. O'Connor. | Samuel R. Hinckley. | James O. Kauhm. | George L. Cheeley. | James W. Sanford. | J. Arthur Lake. | Orville P. Nason. | John J. McNamara. | John A. Leig. | Charles H. King. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | 1 |
| | | | | | | | | | | 2 |
| | | | | | | | | | | 3 |
| 2.03 | | | | | | | | | | 4 |
| | 1.53 | | | | | | | | | 5 |
| | | | | | | | | | | 6 |
| | | | | | | | | | | 7 |
| | | | | | | | | | | 8 |
| | | 1.69 | | | | | | | | 9 |
| | | 1.89 | | | | | | | | 10 |
| | | a 1.09 | | | | | | | | 11 |
| | | | | | | | | | | 12 |
| | | | | | | | | | | 13 |
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| | | | | | | | | | | 20 |
| | | | 1.25 | | | | | | | 21 |
| | | | | 1.20 | | | | | | 22 |
| | | | | 1.20 | | | | | | 23 |
| | | 1.27 | | | c 1.20 | | | | | 24 |
| | | | | c 1.20 | | | | | | 25 |
| | | 1.44 | 1.32 | | | 1.15 | | | | 26 |
| | | | | c 1.20 | | | | | | 27 |
| | | | 1.34 | | 1.30 | | | | | 28 |
| | | | | | | | | | | 29 |
| | | 1.39 | 1.35 | | 1.20 | | | | | 30 |
| | | | 1.40 | | | | 1.34 | | | 31 |
| | | | | | | | | | | 32 |
| | | | | | | | | d .89 | | 33 |
| | | 1.89 | | | | | | | | 34 |
| | | 1.39 | | | | | | | | 35 |
| | | 1.24 | | | | | | .94 | | 36 |
| | | 1.70 | | | | | | | | 37 |
| | | | | | | | | | | 38 |
| | | | | | | | | | 2.00 | 39 |



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SUGAR.

| Number. | Points of delivery. | Quantity offered. | Quantity awarded. | Adam J. Kasper. | Frederick W. Hannah. | Charles H. Pickens. | Cornelius J. O'Connor. |
|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | |
| 1 | Chicago ..... Ill.. | 731,560 | ..... | a 4.91 | .0478 | ..... | ..... |
| 2 | | | | a 4.91 | | | |
| 3 | Omaha ..... Nebr.. | 731,560 | **183,000** | ..... | ..... | c **4.845** | ..... |
| 4 | Omaha School ..... Nebr.. | 2,800 | ..... | ..... | ..... | ..... | 5.97 |
| 5 | Winnebago School ..... Nebr.. | 3,000 | ..... | ..... | ..... | ..... | 5.92 |
| 6 | New York City ..... N. Y.. | 731,560 | **550,000** | ..... | **.0451** | ..... | ..... |
| 7 | Casper (for Shoshone and School), Wyo ..... | 42,000 | ..... | ..... | ..... | ..... | ..... |

TEA.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8 | Chicago ..... Ill.. | 6,245 | **6,245** | ..... | ..... | ..... | ..... |
| 9 | | | | | | | |
| 10 | | | | | | | |
| 11 | | | | | | | |
| 12 | Omaha ..... Nebr.. | 900 | ..... | ..... | ..... | ..... | ..... |
| 13 | | 700 | ..... | ..... | ..... | ..... | ..... |
| 14 | | 1,200 | ..... | ..... | ..... | ..... | ..... |
| 15 | | 500 | ..... | ..... | ..... | ..... | ..... |
| 16 | New York City ..... N. Y.. | 6,245 | ..... | ..... | ..... | ..... | ..... |
| 17 | | | | | | | |
| 18 | | | | | | | |
| 19 | | | | | | | |

a In 100-pound bags } f. o. b. "only."
b In 150-pound bags }
c "Only." Per cwt.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SUGAR.

| John J. O'Rorke. | Charles H. King. | Reid, Murdoch & Co. | Henry T. Brown. | Marvin A. Dean. | Rollin A. Keyes. | Henry M. Steele. | Steven M. Perrigo. | Lincoln Brown. | Charles H. Pickens. | Francis J. Dessoir. | John J. O'Rorke. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | 5 |
| [c] 4.61 | | | | | | | | | | | | 6 |
| | [d] .06 | | | | | | | | | | | 7 |

TEA.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | .28 | .275 | .28 | .27 | .285 | [e] .255 | .275 | | | | 8 |
| | | .26 | | | .265 | .265 | | .27 | | | | 9 |
| | | .255 | | | | .255 | | | | | | 10 |
| | | .27 | | | | | | | | | | 11 |
| | | | | | | | | | .38 | | | 12 |
| | | | | | | | | | .35 | | | 13 |
| | | | | | | | | | .30 | | | 14 |
| | | | | | | | | | .27 | | [f] .24 | 15 |
| | | | | | | | | | | .28 | [f] .255 | 16 |
| | | | | | | | | | | .27 | | 17 |
| | | | | | | | | | | .26 | | 18 |
| | | | | | | | | | | .26 | | 19 |

[d] Per pound. $2,520 for the lot.
[e] f. o. b. per pound.
[f] "Only."

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BOOTS AND SHOES, ETC.

| Number. | CLASS No. 7. BOOTS AND SHOES, ETC. | Quantity called for and awarded. | Charles L. Swarts. Points of delivery. Chicago. | Frank E. Whiteley. Points of delivery. Kansas City or Chicago. |
|---|---|---|---|---|
| | Boots: | | | |
| 1 | Boys', assorted sizes, Nos. 1 to 6 ..... pairs.. | **740** | 1.18 | 1.27 |
| 2 | | | 1.28 | 1.57 |
| 3 | Men's, assorted sizes, Nos. 7 to 11 ..... do.... | **321** | 1.38 | 1.58 |
| 4 | | | 1.69 | 1.97 |
| 5 | | | 2.39 | |
| 6 | | | 2.37 | |
| 7 | Men's, rubber, Nos. 7 to 11 ..... do.... | *670 | ..... | 2.08 |
| 8 | | | | 2.29 |
| 9 | | | | 2.62 |
| 10 | | | | |
| 11 | | | | |
| | Overshoes, arctics: | | | |
| 12 | Boys', assorted sizes, Nos. 1 to 6 ..... do.... | *2,120 | ..... | .68 |
| 13 | | | | .76 |
| 14 | | | | .82 |
| 15 | | | | |
| 16 | Misses', assorted sizes, Nos. 11 to 2 ..... do.... | *1,125 | ..... | .48 |
| 17 | | | | .53 |
| 18 | | | | .57 |
| 19 | | | | |
| 20 | | | | |
| 21 | Women's, assorted sizes, Nos. 3 to 8 ..... do.... | *1,420 | ..... | .57 |
| 22 | | | | .64 |
| 23 | | | | .69 |
| 24 | | | | |
| 25 | | | | |
| 26 | Men's, assorted sizes, Nos. 7 to 11 ..... do.... | *910 | ..... | .85 |
| 27 | | | | .94 |
| 28 | | | | .99 |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |
| | Overshoes, rubber: | | | |
| 32 | Boys', assorted sizes, Nos. 1 to 6 ..... do.... | *630 | ..... | .37 |
| 33 | | | | .46 |
| 34 | | | | |
| 35 | | | | |
| 36 | | | | |
| 37 | | | | |
| 38 | Misses', assorted sizes, Nos. 11 to 2 ..... do.... | *370 | ..... | .26 |
| 39 | | | | .31 |
| 40 | | | | .27 |
| 41 | | | | |
| 42 | | | | |
| 43 | Women's, assorted sizes, Nos. 3 to 8 ..... do.... | *1,580 | ..... | .30 |
| 44 | | | | .35 |
| 45 | | | | .30 |
| 46 | | | | |
| 47 | | | | |
| 48 | Men's, assorted sizes, Nos. 7 to 11 ..... do.... | *500 | ..... | .45 |
| 49 | | | | .64 |
| 50 | | | | .51 |
| 51 | | | | .74 |
| 52 | | | | .49 |
| 53 | | | | |

*Bids rejected; for other bids and awards, see letting of August 5, 1902, page 342.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BOOTS AND SHOES, ETC.

| J. Edmund Strong. | William H. Brady. | Thaddeus P. Stanwood. | Rostor B. Towle. | John Wanamaker. | Harry E. Wagoner. | Edward A. Sprague. | The Duck Brand Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago. | | | Omaha. | Chicago or New York. | St. Louis. | Omaha. | Chicago. | |
| 1.35 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 |
| 1.65 | | | | | | | | 2 |
| 1.60 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 3 |
| 2.15 | | | | | | | | 4 |
| | | | | | | | | 5 |
| | | | | | | | | 6 |
| 2.40 | 2.60 | 2.43 | 2.18 | 2.11 | 3.00 | 2.78 | 2.30 | 7 |
| 2.40 | 2.60 | 2.64 | | | 2.50 | 2.64 | 2.35 | 8 |
| | 2.35 | 2.55 | | | 2.35 | 2.55 | 2.35 | 9 |
| | 2.35 | 2.78 | | | 2.30 | 2.43 | | 10 |
| | 2.12 | | | | 2.07 | 2.30 | | 11 |
| .80 | .95 | .74 | .70 | .74 | .86 | .85 | .76 | 12 |
| | .79 | .79 | | | .77 | .81 | | 13 |
| | .71 | | | | .70 | .77 | | 14 |
| | | | | | | .73 | | 15 |
| .56 | .54 | .56 | .50 | .51 | .54 | .69 | .53 | 16 |
| | .50 | .59 | | | .48 | .60 | | 17 |
| | | | | | | .57 | | 18 |
| | | | | | | .54 | | 19 |
| | | | | | | .51 | | 20 |
| .66⅔ | .65 | .67 | .60 | .61 | .64 | .87 | .63 | 21 |
| | .59 | .70 | | | .58 | .71 | | 22 |
| | | | | | .52 | .67 | | 23 |
| | | | | | | .64 | | 24 |
| | | | | | | .61 | | 25 |
| .98⅔ | 1.10 | .99 | .85 | .87 | 1.10 | 1.16 | .94 | 26 |
| | 1.08 | 1.15 | .90 | | 1.06 | 1.16 | 1.05 | 27 |
| | .97 | 1.04 | | | .95 | 1.11 | | 28 |
| | .97 | 1.16 | | | .85 | 1.00 | | 29 |
| | .87 | | | | .76 | .94 | | 30 |
| | | | | | | .90 | | 31 |
| .42½ | .42 | .40 | .425 | .39 | .52 | .51 | .40 | 32 |
| | .38 | .42 | | | .41 | .45 | | 33 |
| | | .48 | | | .37 | .43 | | 34 |
| | | | | | .37 | .41 | | 35 |
| | | | | | | .41 | | 36 |
| | | | | | | .39 | | 37 |
| .27½ | .32 | .28 | .275 | .29 | .40 | .40 | .27 | 38 |
| | .25 | .29 | .325 | | .29 | .37 | | 39 |
| | | .35 | | | .26 | .30 | | 40 |
| | | | | | .26 | .28 | | 41 |
| | | | | | | .27 | | 42 |
| .32 | .37 | .32 | .30 | .31 | .44 | .44 | .30 | 43 |
| | .32 | .34 | | | .34 | .40 | | 44 |
| | .28 | .39 | | | .30 | .37 | | 45 |
| | | | | | .30 | .34 | | 46 |
| | | | | | | .32 | | 47 |
| .50½ | .56 | .51 | .50 | .46 | .60 | .64 | .48 | 48 |
| | .50 | .56 | .44 | | .54 | .60 | .54 | 49 |
| | .46 | .53 | .425 | | .64 | .55 | | 50 |
| | | .59 | .475 | | .48 | .51 | | 51 |
| | | | | | .43 | .49 | | 52 |
| | | | | | .43 | .45 | | 53 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BOOTS AND SHOES, ETC.—Continued.

| Number. | CLASS No. 7. BOOTS AND SHOES, ETC.—continued. | Quantity awarded. | Charles L. Swarts. | A. J. MacFarland. | Thaddeus P. Stanwood. | Rossiter B. Towle. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | | | Omaha. |
| | Shoes: | | | | | |
| 1 | Youths', sole-lined, assorted sizes, Nos. 11 to 2 ..... pairs.. | **7,300** | 1.24 | .95 | 1.00 | .90 |
| 2 | | | .98 | | .98 | |
| 3 | | | .98 | | 1.01 | |
| 4 | | | .79 | | 1.11 | |
| 5 | | | .82 | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | Boys', sole-lined, assorted sizes, Nos. 2½ to 5½ ..... pairs.. | **10,710** | .86 | 1.00 | 1.10 | 1.00 |
| 9 | | | 1.34 | 1.04 | 1.08 | 1.00 |
| 10 | | | 1.07 | | 1.11 | 1.00 |
| 11 | | | .84 | | 1.21 | |
| 12 | | | 1.14 | | | |
| 13 | | | 1.06 | | | |
| 14 | | | | | | |
| 15 | Men's, sole-lined, assorted sizes, Nos. 6 to 13 ..... pairs.. | **6,900** | .96 | 1.07 | 1.09 | 1.10 |
| 16 | | | 1.02 | 1.10 | 1.09 | 1.10 |
| 17 | | | 1.10 | 1.10 | 1.02 | 1.10 |
| 18 | | | 1.56 | | 1.11 | 1.10 |
| 19 | | | 1.17 | | 1.39 | |
| 20 | | | 1.10 | | | |
| 21 | Children's, sole-lined, assorted sizes, Nos. 6 to 11 ..... pairs.. | **2,245** | .68 | .875 | .98 | .95 |
| 22 | | | .58 | | .86 | .70 |
| 23 | | | .61 | | .85 | |
| 24 | | | .68 | | | |
| 25 | | | .69 | | | |
| 26 | | | .91 | | | |
| 27 | | | | | | |
| 28 | Misses', sole-lined, assorted sizes, Nos. 11½ to 2 ..... pairs.. | **8,705** | 1.04 | .975 | 1.08 | 1.10 |
| 29 | | | .80 | | .96 | .85 |
| 30 | | | .73 | | .95 | |
| 31 | | | .82 | | | |
| 32 | | | .81 | | | |
| 33 | | | .74 | | | |
| 34 | | | | | | |
| 35 | Women's, sole-lined, assorted sizes, Nos. 2½ to 8 ..... pairs.. | **11,205** | .89 | 1.125 | 1.02 | 1.15 |
| 36 | | | 1.08 | 1.125 | 1.03 | |
| 37 | | | 1.08 | | 1.31 | |
| 38 | | | .85 | | | |
| 39 | | | 1.10 | | | |
| 40 | | | 1.10 | | | |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BOOTS AND SHOES, ETC.—Continued.

| Edward J. H. Estabrooks. | John Wanamaker. | Wendell S. Colcord. | George E. Greeley. | Robert M. Fair. | Joseph M. Herman. | Frank E. Whitely. | J. Edmund Strong. | |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago or New York. | | Chicago. | | | New York or Chicago. | Kansas City or Chicago. | Chicago. | Number. |
| .9750 | .88 | .90 | .95 | .95 | .94 | 1.15 | .95 | 1 |
| | .89 | .93 | 1.00 | .96 | | 1.20 | 1.00 | 2 |
| | | .95 | | .96 | | 1.27 | 1.00 | 3 |
| | | .98 | | .99 | | | 1.00 | 4 |
| | | | | .99 | | | | 5 |
| | | | | 1.04 | | | | 6 |
| | | | | 1.04 | | | | 7 |
| 1.0475 | .98 | .95 | 1.03 | 1.02 | 1.04 | 1.00 | 1.00 | 8 |
| | .99 | .98 | 1.09 | 1.03 | | 1.05 | 1.10 | 9 |
| | | 1.00 | | 1.03 | | 1.36 | 1.10 | 10 |
| | | 1.03 | | 1.04 | | 1.375 | 1.10 | 11 |
| | | | | 1.06 | | 1.25 | | 12 |
| | | | | 1.14 | | | | 13 |
| | | | | 1.14 | | | | 14 |
| 1.00 | .95 | 1.05 | 1.10 | 1.19 | 1.225 | 1.00 | 1.10 | 15 |
| | 1.05 | 1.08 | 1.18 | 1.23 | | 1.075 | 1.17 | 16 |
| | 1.11 | 1.10 | | 1.28 | | 1.12 | 1.15 | 17 |
| | | 1.13 | | 1.31 | | 1.125 | 1.25 | 18 |
| | | 1.15 | | 1.34 | | 1.52 | 1.25 | 19 |
| | | | | 1.36 | | 1.62 | 1.25 | 20 |
| .85 | .81 | .95 | ..... | .88 | ..... | .82 | .80 | 21 |
| .90 | .71 | .96 | | .89 | | .85 | .87 | 22 |
| | .86 | | | .90 | | .975 | .90 | 23 |
| | .75 | | | .91 | | | | 24 |
| | | | | .93 | | | | 25 |
| | | | | .96 | | | | 26 |
| | | | | .99 | | | | 27 |
| .9950 | .99 | 1.02 | ..... | .98 | ..... | 1.02 | .90 | 28 |
| 1.05 | .91 | 1.03 | | .99 | | 1.03 | .97 | 29 |
| | .96 | | | 1.03 | | 1.175 | 1.00 | 30 |
| | .85 | | | 1.06 | | | | 31 |
| | | | | 1.08 | | | | 32 |
| | | | | 1.11 | | | | 33 |
| | | | | 1.14 | | | | 34 |
| ..... | 1.19 | 1.25 | ..... | 1.06 | ..... | .985 | 1.00 | 35 |
| | .985 | 1.26 | | 1.09 | | 1.075 | 1.00 | 36 |
| | 1.22 | 1.27 | | 1.15 | | 1.175 | 1.10 | 37 |
| | 1.05 | | | 1.17 | | 1.18 | 1.10 | 38 |
| | | | | 1.21 | | 1.28 | 1.15 | 39 |
| | | | | 1.31 | | 1.26 | 1.15 | 40 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

BOOTS AND SHOES, ETC.—Continued.

| Number. | CLASS No. 7. BOOTS AND SHOES—continued. | Quantity awarded. | Charles L. Swarts. | Henry H. Lippert. | A. J. MacFarland. | Theddeus P. Stanwood. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | | | |
| | Shoes: | | | | | |
| 1 | Youths', Nos. 11 to 2, good quality, for Sunday wear ....pairs.. | 2,250 | .89 | ..... | .925 | .97 |
| 2 | | | 1.02 | | 1.00 | 1.23 |
| 3 | | | .94 | | 1.05 | .99 |
| 4 | | | 1.05 | | | |
| 5 | | | 1.16 | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | Boys', Nos. 2½ to 5, good quality, for Sunday wear ....pairs.. | 3,485 | 1.17 | ..... | 1.05 | 1.07 |
| 9 | | | .98 | | 1.10 | 1.33 |
| 10 | | | 1.24 | | 1.15 | 1.09 |
| 11 | | | 1.125 | | | |
| 12 | | | 1.04 | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | Men's, Nos. 6 to 13, good quality, for Sunday wear ....pairs.. | 2,885 | 1.59 | 1.45 | 1.15 | 1.19 |
| 16 | | | 1.09 | 1.50 | 1.20 | 1.29 |
| 17 | | | 1.09 | 1.55 | 1.275 | 1.43 |
| 18 | | | 1.09 | | | |
| 19 | | | 1.23 | | | |
| 20 | | | 1.05 | | | |
| 21 | Children's, Nos. 6 to 11, good quality, for Sunday wear ....pairs.. | 940 | .68 | ..... | .90 | .99 |
| 22 | | | .80 | | | .87 |
| 23 | | | .91 | | | 1.07 |
| 24 | | | .94 | | | |
| 25 | | | .94 | | | |
| 26 | Misses', Nos. 11½ to 2, good quality, for Sunday wear ....pairs.. | 2,885 | 1.04 | ..... | 1.00 | 1.09 |
| 27 | | | .78 | | | .98 |
| 28 | | | 1.08 | | | 1.17 |
| 29 | | | 1.08 | | | |
| 30 | | | .96 | | | |
| 31 | | | | | | |
| 32 | Women's, Nos. 2½ to 8, good quality, for Sunday wear ....pairs.. | 3,945 | 1.28 | ..... | 1.15 | 1.24 |
| 33 | | | 1.28 | | 1.15 | 1.23 |
| 34 | | | 1.24 | | | 1.13 |
| 35 | | | 1.27 | | | 1.11 |
| 36 | | | 1.14 | | | |
| 37 | | | 1.14 | | | |
| | Shoe packs: | | | | | |
| 38 | Boys', assorted sizes....pairs.. | 182 | ..... | ..... | ..... | ..... |
| 39 | | | | | | |
| 40 | Men's, assorted sizes....do.... | 20 | ..... | ..... | ..... | ..... |
| 41 | | | | | | |
| 42 | Women's, assorted sizes.... | (*) | ..... | ..... | ..... | ..... |
| 43 | | | | | | |

* None wanted.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BOOTS AND SHOES, ETC.—Continued.

| Rossiter B. Towle. | Edward J. H. Estabrooks. | John Wanamaker. | Wendell S. Colcord. | George E. Greely. | Robert M. Fair. | Joseph M. Herman. | William S. Porter. | Frank E. Whitely. | J. Edmund Strong. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery, | | | | | | | | | | |
| Omaha. | Chicago or New York. | | Chicago. | | | New York or Chicago. | New York. | Kansas City or Chicago. | Chicago. | |
| 1.20 | 1.16 | 1.01 | 1.04 | 1.05 | 1.01 | 1.05 | 1.075 | .86 | 1.12 | 1 |
| | | | 1.05 | 1.10 | 1.07 | 1.05 | 1.075 | .96 | 1.15 | 2 |
| | | | 1.07 | | **1.12** | 1.19 | .975 | 1.02 | 1.15 | 3 |
| | | | 1.10 | | 1.14 | | | 1.16 | | 4 |
| | | | 1.18 | | 1.17 | | | | | 5 |
| | | | 1.19 | | 1.19 | | | | | 6 |
| | | | | | 1.23 | | | | | 7 |
| 1.375 | 1.249 | 1.09 | 1.10 | 1.15 | 1.11 | 1.15 | 1.175 | .94 | 1.25 | 8 |
| | | | 1.12 | 1.20 | 1.17 | 1.15 | 1.175 | .98 | 1.25 | 9 |
| | | | 1.14 | | **1.22** | 1.29 | 1.075 | 1.125 | 1.32 | 10 |
| | | | 1.15 | | 1.24 | | | 1.28 | | 11 |
| | | | 1.23 | | 1.27 | | | | | 12 |
| | | | 1.24 | | 1.29 | | | | | 13 |
| | | | | | 1.33 | | | | | 14 |
| 1.40 | ..... | 1.21 | 1.33 | 1.25 | 1.32 | 1.28 | ..... | 1.00 | 1.22 | 15 |
| 1.55 | | | 1.34 | 1.30 | 1.36 | 1.28 | | 1.075 | 1.28 | 16 |
| 1.45 | | | 1.38 | | 1.38 | | | 1.50 | **1.34** | 17 |
| 1.45 | | | 1.39 | | 1.39 | | | 1.50 | 1.40 | 18 |
| 1.45 | | | | | 1.45 | | | 1.52 | | 19 |
| | | | | | 1.48 | | | | | 20 |
| .95 | ..... | .83 | 1.00 | ..... | **1.00** | ..... | .775 | .95 | 1.05 | 21 |
| .95 | | .87 | | | 1.02 | | | .97 | | 22 |
| | | | | | 1.04 | | | .875 | | 23 |
| | | | | | 1.07 | | | | | 24 |
| | | | | | 1.07 | | | | | 25 |
| 1.10 | ..... | 1.04 | 1.13 | ..... | **1.15** | ..... | .95 | 1.25 | 1.15 | 26 |
| 1.10 | | .98 | 1.14 | | 1.17 | | | 1.275 | | 27 |
| | | | 1.20 | | 1.19 | | | .98 | | 28 |
| | | | | | 1.22 | | | | | 29 |
| | | | | | 1.22 | | | | | 30 |
| | | | | | | | | | | 31 |
| 1.40 | ..... | 1.22 | 1.33 | ..... | **1.34** | ..... | 1.125 | 1.26 | 1.30 | 32 |
| 1.40 | | 1.02½ | 1.34 | | 1.36 | | | 1.375 | 1.30 | 33 |
| 1.35 | | 1.17 | | | 1.38 | | | | | 34 |
| 1.20 | | | | | 1.41 | | | | | 35 |
| | | | | | 1.43 | | | | | 36 |
| | | | | | 1.47 | | | | | 37 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | **.97** | ..... | ..... | 38 |
| | | | | | | | .90 | | | 39 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | **1.125** | ..... | ..... | 40 |
| | | | | | | | 1.05 | | | 41 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .97 | ..... | ..... | 42 |
| | | | | | | | .90 | | | 43 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

GROCERIES.

| Number. | CLASS No. 8. GROCERIES. | Quantity awarded. | John J. O'Rorke. | Meyer Bros. Drug Co. | C. Townsend Wilson. | Marvin A. Dean. | Charles H. Pickens. | Reid, Murdoch & Co. | Adam J. Kasper. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | New York. | St. Louis. | All points. | Chicago. | Omaha. | Chicago. | |
| 1 | Allspice, ground, in ¼ and 1 pound tins .....lbs.. | **248** | .19 | .17 | .15 | *d*.14 | *e*.13½ | ***e*.14** | *d*.145 |
| 2 | | | | | .15 | *e*.13 | *d*.155 | ***d*.155** | *e*.135 |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | Baking powder, standard quality, in ¼ and ½ pound tins, packed in strong boxes of not more than 100 pounds each.....lbs.. | **37,915** | .16 | ..... | .09 | ***e*.13½** | *d*.195 | *f*.165 | *c*.16½ |
| 6 | | | | | .11 | *c*.13½ | *e*.21 | *f*.075 | *d*.15½ |
| 7 | | | | | | *c*.13½ | | *f*.095 | |
| 8 | | | | | | *c*.12½ | | *g*.17½ | |
| 9 | | | | | | *c*.12 | | *g*.09 | |
| 10 | | | | | | ***d*.13½** | | *g*.11 | |
| 11 | | | | | | *d*.13 | | | |
| 12 | | | | | | *d*.12½ | | | |
| 13 | | | | | | .12½ | | | |
| 14 | | | | | | .12 | | | |
| 15 | | | | | | .11½ | | | |
| 16 | Bath brick .....doz.. | **120** | **.25** | ..... | ..... | ..... | ..... | ..... | .35 |
| 17 | Beeswax .....lbs.. | **155** | .30 | .34 | ..... | ..... | ..... | ..... | ..... |
| 18 | | | .26 | | | | | | |
| 19 | Bluing, boxes .....doz.. | **660** | .15 | ..... | ..... | ..... | ..... | ..... | **.16** |
| 20 | | | .30 | | | | | | |
| 21 | Candles, adamantine, 6's....lbs.. | **475** | .10 | ..... | ..... | ..... | ..... | ..... | ..... |
| 22 | Cassia, ground, in ¼ and 1 pound tins .....lbs.. | **570** | .28 | .225 | .20 | *d*.13½ | *e*.17½ | *e*.185 | *d*.19 |
| 23 | | | | | .22 | ***d*.16** | *d*.18½ | *d*.20 | *e*.18 |
| 24 | | | | | | *e*.12½ | | | |
| 25 | | | | | | ***e*.15** | | | |
| 26 | Cloves, ground, in ¼ and 1 pound tins .....lbs.. | **170** | .21 | .19½ | .16 | ***d*.165** | *e*.16½ | *e*.175 | *d*.17 |
| 27 | | | | | .18 | ***e*.155** | *d*.17½ | *d*.19 | *e*.16 |
| 28 | | | | | | | | | |
| 29 | | | | | | | | | |
| 30 | Cocoa, in ¼ and 1 pound tins..lbs.. | **1,610** | .27 | .29 | ..... | *d*.35 | *d*.76 | .33 | *d*.28 |
| 31 | | | | .375 | | *e*.34 | *e*.68 | .265 | *e*.27 |
| 32 | | | | | | | | | |
| 33 | Cornstarch, in 1-pound packages.....lbs.. | **7,260** | .03½ | ..... | ..... | ..... | .03½ | ..... | **.035** |
| 34 | | | | | | | | | |
| 35 | Cream tartar, in ¼ and 1 pound tins .....lbs.. | **355** | .29 | .25½ | ..... | ***d*.24½** | *e*.285 | *e*.27 | *d*.28 |
| 36 | | | | | | ***e*.24½** | *d*.30 | *d*.285 | *e*.27 |
| 37 | | | | | | | | | |
| 38 | | | | | | | | | |
| 39 | Ginger, ground, in ¼ and 1 pound tins .....lbs.. | **540** | .24 | .18 | .14 | *d*.155 | *d*.165 | ***e*.16** | *d*.16½ |
| 40 | | | | .195 | .16 | *e*.145 | *e*.18 | ***d*.175** | *e*.16 |
| 41 | | | | | | | | | |
| 42 | | | | | | | | | |
| 43 | Hops, fresh, pressed.....lbs.. | **1,010** | .17 | .23 | ..... | ..... | ..... | ..... | .135 |
| 44 | Lye, concentrated.....doz.. | **1,230** | .33 | .55 | ..... | ..... | .31½ | ..... | .45 |
| 45 | | | .44 | | | | .80 | | .40 |
| 46 | | | .45 | | | | 1.00 | | .35 |
| 47 | | | | | | | | | .30 |
| 48 | | | | | | | | | |

*a* ½ pound } Delivered f. o. b. Chicago warehouse.
*b* ¼ pound }
*c* ½ pound.
*d* ¼ pound.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GROCERIES.

| Henry B. Steele. | Freichlinger & Stern. | Rollin A. Keyes. | Francis J. Dessoir. | Charles E. Jacques. | Myron W. Atwood. | Frederick W. Hannahs. | Frank Gould. | Standard Oil Co. | William C. Jackson. | Cleveland Chocolate and Cocoa Co. | Abram L. Hirsch. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | |
| Chicago. | St. Louis. | Chicago. | New York and Chicago. | Chicago. | | | | | | | | |
| *d* .18 | *d* .22 | .16 | | | | | | | | | | 1 |
| *d* .165 | *d* .14 | | | | | | | | | | | 2 |
| *e* .165 | *e* .18 | | | | | | | | | | | 3 |
| *e* .15 | *e* .13 | | | | | | | | | | | 4 |
| | *c* .25 | .23 | *a* .2110 | *h* .08 | *d* .13 | *d* .13 | | | | | | 5 |
| | *c* .15 | .12 | *a* .1899 | | *d* .12 | *d* .13¾ | | | | | | 6 |
| | *d* .24 | | *b* .1899 | | *c* .13¾ | *c* .13¾ | | | | | | 7 |
| | *d* .13 | | *b* .1688 | | *c* .12¾ | *c* .11½ | | | | | | 8 |
| | | | | | | | | | | | | 9 |
| | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | 13 |
| | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | 15 |
| | | | | | | | .75 | | | | | 16 |
| | | | | | | | | | .35 | | | 17 |
| | | | | | | | | | | | | 18 |
| .17 | | .17 | | | | | | | | | | 19 |
| | | | | | | | | | | | | 20 |
| | | | | | | | | .095 | .105 | | | 21 |
| *d* .42 | *d* .27 | .20 | | | | | | | | | | 22 |
| *d* .38 | *d* .16 | .16 | | | | | | | | | | 23 |
| *e* .405 | *e* .23 | | | | | | | | | | | 24 |
| *e* .36 | *e* .15 | | | | | | | | | | | 25 |
| *d* .27 | *d* .24 | .18 | | | | | | | | | | 26 |
| *d* .25 | *d* .17 | | | | | | | | | | | 27 |
| *e* .245 | *e* .20 | | | | | | | | | | | 28 |
| *e* .23 | *e* .16 | | | | | | | | | | | 29 |
| *d* .22 | | .42 | | | | | | | | .28 | | 30 |
| *e* .21 | | .32 | | | | | | | | .27 | | 31 |
| | | .26 | | | | | | | | .25 | | 32 |
| .05 | .05 | .08¾ | | | | | | | | | | 33 |
| .035 | | | | | | | | | | | | 34 |
| *d* .30 | *d* .36 | .26 | | | | | | | | | | 35 |
| *e* .28 | *d* .21 | | | | | | | | | | | 36 |
| | *e* .32 | | | | | | | | | | | 37 |
| | *e* .20 | | | | | | | | | | | 38 |
| *d* .21 | *d* .23 | .16 | | | | | | | | | | 39 |
| *d* .19 | *d* .15 | | | | | | | | | | | 40 |
| *e* .20 | *e* .19 | | | | | | | | | | | 41 |
| *e* .18 | *e* .14 | | | | | | | | | | | 42 |
| .13 | .09¼ | .13¾ | | | | | | | | | | 43 |
| .375 | .54 | .38 | | | | | | | | | .575 | 44 |
| .35 | .495 | | | | | | | | | | .55 | 45 |
| | .40 | | | | | | | | | | .425 | 46 |
| | .48 | | | | | | | | | | .475 | 47 |
| | .39 | | | | | | | | | | | 48 |

*e* 1 pound.
*f* ½ pound } "Only."
*g* ¼ pound }
*h* Packed as wanted in ½ and ¼ pound tins.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

GROCERIES—Continued.

| Number. | CLASS No. 8. GROCERIES—continued. | Quantity awarded. | Francis J. Dessoir. | Frank Gould. | John J. O'Rorke. | George Miltenberger. | Meyer Bros. Drug Co. | C. Townsend Wilson. | Marvin A. Dean. | Charles H. Pickens. | Reid, Murdoch & Co. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | |
| | | | New York and Chicago. | Chicago. | New York. | St. Louis. | | All points. | Chicago. | Omaha. | Chicago. |
| 1 | Matches, full count, 100 in box, gross | 292 | ..... | .93 | ..... | ..... | ..... | ..... | ..... | .90 | ..... |
| 2 | | | | .90 | | | | | | | |
| 3 | Mustard, ground, in ¼ and 1 pound tins ....lbs.. | 375 | ..... | ..... | .16 | ..... | .215 | .12 | b .13½ | a .21¾ | a .13 |
| 4 | | | | | | | | .14 | a .12½ | b .23¾ | b .145 |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | Pepper, black, ground, in ¼ and 1 pound tins....lbs.. | 1,570 | a .16¾ | ..... | .24 | ..... | .225 | .15 | b .17¾ | a .19½ | a .20 |
| 8 | | | b .175 | | | | | .17 | a .16¾ | b .20¾ | b .215 |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | Sirup, in barrels of not exceeding 43 gallons ....galls.. | 4,090 | .27 | ..... | ..... | ..... | ..... | ..... | .23 | ..... | .24 |
| 12 | | | | | | | | | .225 | | .245 |
| 13 | | | | | | | | | .215 | | .25 |
| 14 | | | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | | | | | | | | | | | |
| 17 | Sirup, in 5-gallon IC tin cans, cased, galls | 38,465 | .305 | ..... | ..... | ..... | ..... | ..... | .305 | ..... | .30 |
| 18 | | | | | | | | | .30 | | .305 |
| 19 | | | | | | | | | .29 | | .31 |
| 20 | | | | | | | | | | | |
| 21 | | | | | | | | | | | |
| 22 | | | | | | | | | | | |
| 23 | Soap, laundry. This must be a good quality of commercial tallow and rosin soap, and may contain a little sodium silicate. It must not contain over 31 per cent of water or over 1.2 per cent of silica or over ¼ per cent each of free caustic soda, carbonate of sodium, or salts other than the silicate. It must contain at least 9.2 per cent of combined alkali (calculated as pure sodium hydroxide), and must be packed in boxes containing 80 pound bars each. Five pound bars must be submitted as samples ....lbs.. | 309,550 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 24 | | | | | | | | | | | |

a 1 pound. b ¼ pound.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

| Adam J. Kasper. | Henry B. Steele. | Freichlinger & Stern. | Rollin A. Keyes. | D. B. Scully Syrup Co. | Joseph A. Hoeger. | Fred H. Brennan. | Manhattan Supply Co. | Robert M. Fair. | John B. Kirk. | Swift & Co. | Cornelius S. O'Leary. | Armour & Co. | Marcus Jenkins. | Myron W. Atwood. | Waken & McLaughlin. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | | | |
| Chicago. | | St. Louis. | Chicago. | | | | | | | | | | | | | |
| .882 | | | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | | | 2 |
| *b* .145 | *b* .23 | *b* .26 | .17 | | | | | | | | | | | | | 3 |
| *a* .135 | *b* .22 | *b* .18 | | | | | | | | | | | | | | 4 |
| | *a* .22 | *a* .22 | | | | | | | | | | | | | | 5 |
| | *a* .21 | *a* .17 | | | | | | | | | | | | | | 6 |
| *b* .18 | *b* .21 | *b* .265 | .18 | | | | | | | | | | | | | 7 |
| *a* .17 | *b* .20 | *b* .18 | | | | | | | | | | | | | | 8 |
| | *a* .20 | *a* .225 | | | | | | | | | | | | | | 9 |
| | *a* .195 | *a* .17 | | | | | | | | | | | | | | 10 |
| .24 | .25 | .32 | .26 | .25 | | | | | | | | | | | | 11 |
| **.2286** | .24 | .33 | .22 | .24 | | | | | | | | | | | | 12 |
| .2236 | | .34 | | | | | | | | | | | | | | 13 |
| | | .32 | | | | | | | | | | | | | | 14 |
| | | .35 | | | | | | | | | | | | | | 15 |
| | | .23 | | | | | | | | | | | | | | 16 |
| *c* .29 | .33 | .30 | .30 | .31 | | | | | | | | | | | | 17 |
| *c* **.2786** | .31 | .42 | .26 | .30 | | | | | | | | | | | | 18 |
| *c* .2736 | | .39 | | | | | | | | | | | | | | 19 |
| | | .41 | | | | | | | | | | | | | | 20 |
| | | .40 | | | | | | | | | | | | | | 21 |
| | | .37 | | | | | | | | | | | | | | 22 |
| *c* .0457 | | | .0456 | | .0443 | .04½ .0395 | .046 .0524 | *d* .04½ | .0395 | **.038** | | | | | | 23 |
| | | | | | | | | | | | | | | | | 24 |

*c* "Only."

*d* Fresh weight, no shrinkage allowance.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

GROCERIES—Continued.

| Number. | CLASS No. 8. GROCERIES—continued. | Quantity awarded. | Francis J. Dessoir. | Frank Gould. | John J. O'Rorke. | George Miltenberger. | Meyer Bros. Drug Co. | C. Townsend Wilson. | Marvin A. Dean. | Charles H. Pickens. | Reid, Murdoch & Co. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | |
| | | | New York and Chicago. | Chicago. | New York. | St. Louis. | | All points. | Chicago. | Omaha. | Chicago. |
| 25 | Soap, toilet. This must be a pure white, floating soap made from fat and alkali without addition of sodium silicate or other mineral substance. It must not contain over 20.5 per cent of water or over ½ per cent each of free alkali, carbonate, or salt, and must contain at least 11.4 per cent of combined alkali (calculated as pure sodium hydroxide). It must be packed in boxes containing about 80 pounds net and in cakes weighing 5 to 6 ounces each. At least 3 cakes must be submitted as samples .....lbs.. | **29,830** | ..... | ..... | ..... | ..... | .105 | ..... | ..... | ..... | ..... |
| 26 | Soda, standard quality, in pound and half-pound tin cans; packed in strong boxes of not more than 100 pounds each.lbs.. | **2,290** | ..... | ..... | .045 | ..... | ..... | ..... | ..... | ..... | ..... |
| 27 | | | | | .05¾ | | | | | | |
| 28 | Soda, washing .....lbs.. | **31,175** | ..... | ..... | ..... | ..... | .008 | ..... | ..... | ..... | ..... |
| 29 | | | | | | | | | | | |
| 30 | Starch, laundry, in boxes not exceeding 40 pounds each....lbs.. | **13,700** | ..... | ..... | 4.29 | ..... | ..... | ..... | ..... | .03½ | ..... |
| 31 | | | | | | | | | | .04½ | |
| 32 | Tomatoes, 3-pound cans.....doz.. | **3,220** | ..... | ..... | 1.41 | ..... | ..... | ..... | 1.325 | [h] .08½ | [i] 1.10 |
| 33 | | | | | | | | | | .105 | [i] **1.05** |
| 34 | | | | | | | | | | | 1.40 |
| 35 | | | | | | | | | | | 1.35 |
| 36 | Vinegar, in barrels.....galls.. | **2,310** | ..... | ..... | ..... | **.06** | ..... | ..... | ..... | ..... | .065 |
| 37 | Vinegar, in kegs .....galls.. | **1,070** | ..... | ..... | ..... | **.07** | ..... | ..... | ..... | ..... | .125 |
| 38 | | | | | | | | | | | .15 |

[a] 1 pound.
[b] ½ pound.
[c] "Only."
[d] Fresh weight, no shrinkage allowance.
[e] Per pound, f. o. b. Chicago.
[f] Swift's Wool Soap, per pound.
[g] Per box of 100 6-ounce cakes.
[h] July delivery, 10½ cents per can.
[i] September delivery, 8½ cents per can.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

| Adam J. Kasper. | Henry B. Steele. | Fretchlinger & Stern. | Rollin A. Keyes. | D. B. Scully Syrup Co. | Joseph A. Hoeger. | Fred H. Brennan. | Manhattan Supply Co. | Robert M. Fair. | John B. Kirk. | Swift & Co. | Cornelius S. O'Leary. | Armour & Co. | Marcus Jenkins. | Myron W. Atwood. | Waken & McLaughlin. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | | | |
| Chicago. | | St. Louis. | Chicago. | | | | | | | | | | | | | |
| [c] .0705 | | | .0711 | | .0688 | | .094 | [d] .0695 | .05¼ | [f] .096 | .055 | [e] .085 | [g] 3.50 | | | 25 |
| | | [b] .075 | | | | | | | | | | | | [b] .05¼ | | 26 |
| | | [a] .065 | | | | | | | | | | | | [a] .04¾ | | 27 |
| .0080 | | | | | | | | | | | | | | | | 28 |
| .0094 | | | | | | | | | | | | | | | | 29 |
| .03¾ | .0870 | | | | | | | | | | | | | | | 30 |
| | | | | | | | | | | | | | | | | 31 |
| 1.44 | [m] 1.445 | 1.40 | | | | | | | | | | | | | 1.38 | 32 |
| 1.39 | [m] 1.395 | | | | | | | | | | | | | | | 33 |
| 1.34 | | | | | | | | | | | | | | | | 34 |
| | | | | | | | | | | | | | | | | 35 |
| .06 | .10¾ | | | | | | | | | | | | | | | 36 |
| [k] .175 | | | | | | | | | | | | | | | | 37 |
| [l] .145 | | | | | | | | | | | | | | | | 38 |

[c] B. and B brand for September delivery $1.10 per dozen. "Only" 3,220 dozen.
M. Bros. and D. brand for September delivery, $1.05 per dozen. "Only."
[d] B. and B. brand, $1.40 per dozen
M. Bros. and D. brand, $1.35 per dozen.
[k] 5 gallons.
[l] 10 gallons.
[m] 4,000 dozen only.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CROCKERY AND LAMPS.

| Number. | CLASS No. 9. CROCKERY AND LAMPS. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | Manhattan Supply Co. | Ferdinand P. Armbruster. | William A. Maurer. | Ralph E. Smith. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | | | | Omaha. | Chicago. | |
| | Bowls: | | | | | | | | |
| 1 | Pint, white enamel ware..doz.. | **78** | ..... | 1.53 | **1.50** | ..... | ..... | ..... | 1 |
| 2 | | | | 1.36 | | | | | 2 |
| 3 | Quart, white enamel ware..do.. | **115** | ..... | **1.79** | 2.08 | ..... | ..... | ..... | 3 |
| 4 | | | | 2.05 | | | | | 4 |
| 5 | | | | 2.39 | | | | | 5 |
| | Burners, lamp: | | | | | | | | |
| 6 | Heavy, No. 1.....do.. | **1** | ..... | .32 | ..... | **.40** | .44 | .40 | 6 |
| 7 | Heavy, No. 2.....do.. | **37** | ..... | .43 | ..... | **.50** | .59 | .50 | 7 |
| 8 | For Rochester Mammoth...No.. | 253 | ..... | ..... | ..... | ..... | ..... | ..... | 8 |
| 9 | Chambers, with covers, ironstone or white enamel ware.....No.. | **161** | ..... | .425 | .70 | .425 | ..... | ..... | 9 |
| 10 | | | | **.51** | | | | | 10 |
| 11 | | | | .51 | | | | | 11 |
| | Crocks: | | | | | | | | |
| 12 | 1-gallon, with covers .....do.. | **75** | **.16¼** | ..... | ..... | ..... | ..... | ..... | 12 |
| 13 | 2-gallon, with covers .....do.. | **80** | **.24½** | ..... | ..... | ..... | ..... | ..... | 13 |
| 14 | 3-gallon, with covers .....do.. | **111** | **.32¼** | ..... | ..... | ..... | ..... | ..... | 14 |
| 15 | Cruets, vinegar .....doz.. | **65** | ..... | ..... | ..... | **1.20** | .96 | 1.25 | 15 |
| 16 | | | | | | | 1.04 | | 16 |
| 17 | | | | | | | 1.13 | | 17 |
| | Cups: | | | | | | | | |
| 18 | Coffee, white enamel ware..do.. | **220** | ..... | 1.19 | 1.50 | ..... | ..... | ..... | 18 |
| 19 | | | | 1.28 | | | | | 19 |
| 20 | | | | 1.36 | | | | | 20 |
| 21 | | | | **1.36** | | | | | 21 |
| 22 | | | | 1.53 | | | | | 22 |
| 23 | Tea, white enamel ware....do.. | **155** | ..... | 1.19 | **1.24** | ..... | ..... | ..... | 23 |
| 24 | | | | 1.36 | | | | | 24 |
| 25 | | | | 1.53 | | | | | 25 |
| 26 | | | | 1.28 | | | | | 26 |
| 27 | | | | 1.36 | | | | | 27 |
| | Dishes: | | | | | | | | |
| 28 | Meat, 14-inch, white enamel ware.....No.. | **345** | ..... | .425 | **.41** | ..... | ..... | ..... | 28 |
| 29 | | | | .51 | | | | | 29 |
| 30 | Meat, 16-inch, white enamel ware.....No.. | **122** | ..... | .51 | **.49** | ..... | ..... | ..... | 30 |
| 31 | | | | .59 | | | | | 31 |
| 32 | | | | .68 | | | | | 32 |
| 33 | Vegetable, without covers, white enamel ware .....No.. | **728** | ..... | .94 | .20 | ..... | ..... | ..... | 33 |
| 34 | | | | 1.11 | .28 | | | | 34 |
| 35 | | | | 1.11 | .29 | | | | 35 |
| 36 | | | | 1.28 | **.33** | | | | 36 |
| 37 | | | | | .50 | | | | 37 |
| 38 | | | | | .52 | | | | 38 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

| Number. | CLASS No. 9. CROCKERY AND LAMPS—continued. | Quantity awarded. | Frank Gould. | William T. Gormley. | Harry B. Lyford. | Ferdinand P. Armbruster. | William A. Maurer. | Ralph E. Smith. | Charles H. Pickens. | John W. Scott. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | |
| | | | Chicago. | | | | Omaha. | Chicago. | Omaha. | Chicago. | |
| | Globes: | | | | | | | | | | |
| 1 | Lantern, tubular, safety .....doz.. | 50 | .35 | .48 | .45 | .37 | .45 | .48 | ..... | ..... | 1 |
| 2 | For tubular street lamps.....No.. | 167 | ..... | ..... | .31 | .25 | .30 | .31 | ..... | ..... | 2 |
| | Lamp shades: | | | | | | | | | | |
| 3 | Metal, for Mammoth Rochester lamp..No.. | 37 | ..... | ..... | .125 | .15 | .16 | .15 | ..... | ..... | 3 |
| 4 | Paper, with wire rims, doz ..... | 18 | ..... | ..... | .55 | .35 | .38 | .45 | ..... | ..... | 4 |
| 5 | Porcelain, for student's lamps.....No.. | 240 | ..... | ..... | .09 | 1.00 | .09 | .95 | ..... | ..... | 5 |
| | Lamps: | | | | | | | | | | |
| 6 | Heavy, glass or metal fount, heavy metal bracket with burner, chimney, and reflector, complete.....No.. | 200 | ..... | ..... | .46 | .50 | .42 | .46 | ..... | ..... | 6 |
| 7 | | | | | .49 | | .58 | | | | 7 |
| 8 | Heavy, glass or metal fount, table, not over 12 inches high, metal base, with burner and chimney, complete, No..... | 130 | ..... | ..... | .70 | ..... | .40 | ..... | ..... | ..... | 8 |
| 9 | Student's, one burner, with burner, shade, and chimney, complete.....No.. | 110 | ..... | ..... | 2.15 | 2.40 | 2.10 | 2.10 | ..... | ..... | 9 |
| 10 | Rochester (Mammoth), hanging, with burner and chimney, complete.....No.. | 107 | ..... | ..... | 2.00 | 2.25 | ..... | 2.13 | ..... | ..... | 10 |
| 11 | Street, tubular, globe, with burners, complete.....No.. | 82 | ..... | ..... | 3.00 | 3.30 | 3.65 | ..... | ..... | ..... | 11 |
| | Lamp chimneys: | | | | | | | | | | |
| 12 | Sun-burner, No. 1, extra heavy .....doz.. | 9 | .40 | ..... | .30 | .50 | .75 | .38 | c .07 | ..... | 12 |
| 13 | | | | | .44 | | .90 | | | | 13 |
| 14 | Sun-burner, No. 2, extra heavy .....doz.. | 460 | a .50 | ..... | .40 | .70 | b 1.05 | .44 | c .08½ | ..... | 14 |
| 15 | | | c .70 | | .56 | | 1.15 | | | | 15 |
| 16 | For student's lamps do.. | 80 | ..... | ..... | .53 | .70 | .65 | .33 | ..... | ..... | 16 |
| 17 | For Rochester lamps (Mammoth) ....doz.. | 84 | 1.65 | ..... | 1.25 | 1.80 | 1.50 | 1.50 | c .11 | ..... | 17 |
| 18 | | | | | | 1.50 | | | | | 18 |
| | Lamp wicks: | | | | | | | | | | |
| 19 | No. 0, boiled .....do.. | 10 | ..... | ..... | .015 | a .18 | .01½ | .01½ | ..... | d .025 | 19 |
| 20 | No. 1, boiled .....do.. | 42 | ..... | ..... | .01½ | a .22 | .02 | .02 | ..... | d .035 | 20 |
| 21 | No. 2, boiled .....do.. | 265 | ..... | ..... | .025 | a .33 | .03 | .025 | ..... | d .045 | 21 |
| 22 | For student's lamps, boiled.....doz.. | 94 | ..... | ..... | .06 | a 1.00 | .07 | .04 | ..... | d .105 | 22 |
| 23 | For tubular street lamps, boiled ...doz.. | 55 | ..... | ..... | a .55 | a .53 | .05 | .05 | ..... | ..... | 23 |
| 24 | For Rochester lamps (Mammoth) ....doz.. | 34 | ..... | ..... | .45 | .50 | .60 | .50 | c .04 | .50 | 24 |

a Per gross.
b 48 dozen only.
c Each.
d One gross in a package which we can not break.
e In 6-dozen cases.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

| Number. | CLASS No. 9. CROCKERY AND LAMPS—continued. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | Ferdinand P. Armbruster. | William A. Maurer. | Ralph E. Smith. | William T. Gormley. | Manhattan Supply Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | | | Omaha. | Chicago. | | | |
| 1 | Lanterns, tubular, safety .....No.. | **290** | .39 | .34 | **.375** | .40 | .415 | .40 | ..... | 1 |
| 2 | | | | .62 | | .70 | | | | 2 |
| 3 | Pepper sprinklers, glass.....doz.. | **120** | ..... | ..... | **.40** | .35 | .33 | ..... | ..... | 3 |
| 4 | | | | | .30 | .38 | | | | 4 |
| 5 | | | | | | .55 | | | | 5 |
| | Pitchers: | | | | | | | | | |
| 6 | Pint, white enamel ware .....No.. | **425** | ..... | .37 | ..... | ..... | ..... | ..... | **.35** | 6 |
| 7 | | | | .39 | | | | | | 7 |
| 8 | | | | .455 | | | | | | 8 |
| 9 | Quart, white enamel ware .....do.. | **250** | ..... | .48 | ..... | ..... | ..... | ..... | **.42** | 9 |
| 10 | | | | .425 | | | | | | 10 |
| 11 | | | | .51 | | | | | | 11 |
| 12 | Sirup, glass, pint, metal top...doz.. | **138** | ..... | ..... | **2.25** | 1.50 | 1.25 | ..... | ..... | 12 |
| 13 | | | | | 1.00 | | | | | 13 |
| 14 | | | | | 1.20 | | | | | 14 |
| 15 | Water, 2-quart, white enamel ware.....No.. | **260** | ..... | .51 | ..... | ..... | ..... | ..... | **.49** | 15 |
| 16 | | | | .94 | | | | | | 16 |
| 17 | | | | .51 | | | | | | 17 |
| 18 | | | | .59 | | | | | | 18 |
| 19 | Water, 3-quart, white enamel ware .....No.. | **500** | ..... | .51 | ..... | ..... | ..... | ..... | ..... | 19 |
| 20 | | | | **.59** | | | | | | 20 |
| 21 | | | | .77 | | | | | | 21 |
| 22 | | | | .68 | | | | | | 22 |
| 23 | | | | .85 | | | | | | 23 |
| 24 | Washbowl, white enamel ware..do.. | **225** | ..... | .77 | ..... | ..... | ..... | ..... | **1.19** | 24 |
| 25 | | | | .85 | | | | | | 25 |
| 26 | | | | 1.03 | | | | | | 26 |
| 27 | Plates, breakfast, white enamel ware .....doz.. | **105** | ..... | 1.53 | ..... | ..... | ..... | ..... | **1.74** | 27 |
| 28 | | | | 1.71 | | | | | | 28 |
| 29 | | | | 1.88 | | | | | | 29 |
| 30 | | | | 1.71 | | | | | | 30 |
| 31 | | | | 2.13 | | | | | | 31 |
| 32 | | | | 2.56 | | | | | | 32 |
| 33 | | | | 2.05 | | | | | | 33 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

| Number. | CLASS No. 9. CROCKERY AND LAMPS—continued. | Quantity awarded. | Harry B. Lyford. | Manhattan Supply Co. | William A. Maurer. | Ralph E. Smith. | Ferdinand P. Armbruster. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | Chicago. | | Omaha. | Chicago. | | |
| | Plates: | | | | | | | |
| 1 | Dinner, white enamel ware .....doz.. | **255** | 2.05 | **2.20** | ..... | ..... | ..... | 1 |
| 2 | Sauce, white enamel ware .....do... | **305** | 1.28 | ..... | ..... | ..... | ..... | 2 |
| 3 | | | **1.45** | | | | | 3 |
| 4 | | | 1.71 | | | | | 4 |
| 5 | | | 2.05 | | | | | 5 |
| 6 | | | 1.11 | | | | | 6 |
| 7 | | | 1.36 | | | | | 7 |
| 8 | | | 1.19 | | | | | 8 |
| 9 | | | 1.45 | | | | | 9 |
| 10 | | | 1.71 | | | | | 10 |
| 11 | | | 1.96 | | | | | 11 |
| 12 | | | 2.22 | | | | | 12 |
| 13 | Soup, white enamel ware .....do... | **95** | 2.05 | **2.05** | ..... | ..... | ..... | 13 |
| 14 | | | 2.30 | | | | | 14 |
| 15 | | | 2.56 | | | | | 15 |
| 16 | Reflectors, for bracket lamps, 7-inch... No.. | **10** | .16¼ | ..... | .13 | .15 | **.15** | 16 |
| 17 | Salt sprinklers, glass .....doz.. | **135** | ..... | ..... | .35 | .33 | **.40** | 17 |
| 18 | | | | | .38 | | .30 | 18 |
| 19 | | | | | .55 | | | 19 |
| | Saucers: | | | | | | | |
| 20 | Coffee, white enamel ware.....do... | **190** | **1.11** | 1.16 | ..... | ..... | ..... | 20 |
| 21 | | | 1.19 | | | | | 21 |
| 22 | | | 1.19 | | | | | 22 |
| 23 | Tea, white enamel ware .....do... | **155** | **1.02** | 1.09 | ..... | ..... | ..... | 23 |
| 24 | | | 1.11 | | | | | 24 |
| 25 | Tumblers.....do... | **520** | 1.58 | 1.68 | .23 | .24 | **.20** | 25 |
| 26 | | | 1.88 | 1.92 | .24 | | | 26 |
| 27 | | | | | .50 | | | 27 |
| 28 | | | | | .50 | | | 28 |
| 29 | Washbowls, white enamel ware .....No.. | **340** | .425 | .35 | ..... | ..... | ..... | 29 |
| 30 | | | .37 | | | | | 30 |
| 31 | | | **.42** | | | | | 31 |
| 32 | | | .36 | | | | | 32 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE.

| Number. | Class No. 10. FURNITURE AND WOODEN WARE. | Quantity awarded. | Frank Gould. | Elliott C. Jones. | Charles H. Pickens. | William M. Glass. | Harry B. Lyford. | Washington Runyan. | Robert M. Fair. | Charles W. Bibb. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | | Omaha. | | Chicago. | Omaha. | Chicago. | St. Paul and Sioux City. |
| | Baskets: | | | | | | | | | |
| 1 | Clothes, large .....No.. | 610 | .45 | ..... | 49 | c. 55 | ..... | ..... | ..... | ..... |
| 2 | Measuring, ½ bushel..do... | 113 | .135 | ..... | ..... | c. 15 | .07 | ..... | ..... | ..... |
| 3 | | | | | | | .13½ | | | |
| 4 | Measuring, 1 bushel..do... | 235 | .165 | ..... | .08 | c. 175 | .075 | ..... | ..... | ..... |
| 5 | | | | | | | .09 | | | |
| 6 | | | | | | | .145 | | | |
| | Bedsteads: | | | | | | | | | |
| 7 | Wrought-iron frame, double, with casters, 6 feet long inside, 4 feet wide, with woven-wire mattress .....No.. | 206 | ..... | ..... | ..... | ..... | ..... | 4.40 | 4.70 | ..... |
| 8 | | | | | | | | 4.50 | 4.275 | |
| 9 | | | | | | | | 5.10 | | |
| 10 | | | | | | | | | | |
| 11 | Wrought-iron frame, single, with casters, 6 feet long inside, 3 feet wide, with woven-wire mattress .....No.. | 830 | ..... | ..... | ..... | ..... | ..... | 4.30 | 4.30 | ..... |
| 12 | | | | | | | | 4.40 | 3.875 | |
| 13 | | | | | | | | 5.00 | | |
| 14 | | | | | | | | | | |
| | Bowls, wooden, chopping, round, packed in cases: | | | | | | | | | |
| 15 | 15-inch .....No.. | 75 | .10 | ..... | .15 | c. 12 | .10 | ..... | ..... | ..... |
| 16 | 18-inch.....do... | 31 | .30 | ..... | ..... | c. 35 | .20 | ..... | ..... | ..... |
| 17 | | | | | | | .29 | | | |
| | Brooms: | | | | | | | | | |
| 18 | To weigh not less than 27 pounds per dozen, in bundles of one dozen, matted in burlaps. Samples of one dozen required.....doz.. | 800 | 2.60 | 2.38 | ..... | ..... | 2.39 | ..... | ..... | a 2.60 |
| 19 | | | 2.65 | 2.28 | | | 2.94 | | | b 2.725 |
| 20 | | | | 2.20 | | | | | | a 2.475 |
| 21 | | | | | | | | | | b 2.525 |
| 22 | Whisk .....do... | 165 | .85 | 1.10 | ..... | ..... | .75 | ..... | .85 | ..... |
| 23 | | | 1.10 | | | | 1.20 | | 1.00 | |
| 24 | | | | | | | 1.50 | | 1.50 | |
| 25 | | | | | | | | | | |
| | Brushes: | | | | | | | | | |
| 26 | Dust .....do... | 115 | 1.85 | ..... | ..... | ..... | 2.40 | ..... | ..... | ..... |
| 27 | | | 2.80 | | | | 3.20 | | | |
| 28 | | | | | | | | | | |
| 29 | | | | | | | | | | |
| 30 | | | | | | | | | | |
| 31 | Scrub, 6-row, 10-inch.do... | 190 | .95 | ..... | ..... | ..... | .75 | ..... | 1.00 | ..... |
| 32 | | | 1.05 | | | | .85 | | 1.00 | |
| 33 | | | | | | | 1.00 | | | |
| 34 | | | | | | | .90 | | | |
| 35 | | | | | | | 1.25 | | | |
| 36 | | | | | | | | | | |
| 37 | Shoe, dauber.....do... | 125 | .55 | ..... | ..... | ..... | .85 | ..... | .73 | ..... |
| 38 | | | | | | | 1.05 | | 1.25 | |
| 39 | | | | | | | 1.30 | | | |
| 40 | Shoe, polishing .....do... | 130 | 1.90 | ..... | ..... | ..... | 1.35 | ..... | 1.75 | ..... |
| 41 | | | 2.40 | | | | 1.75 | | 2.50 | |
| 42 | | | | | | | 2.10 | | | |
| 43 | | | | | | | | | | |
| 44 | | | | | | | | | | |

c "Only." a 250 dozen delivered at St. Paul. b 250 dozen delivered at Sioux City.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GROCERIES.

| Henry B. Steele. | Freichlinger & Stern. | Rollin A. Keyes. | Francis J. Dessoir. | Charles E. Jacques. | Myron W. Atwood. | Frederick W. Hannahs. | Frank Gould. | Standard Oil Co. | William C. Jackson. | Cleveland Chocolate and Cocoa Co. | Abram L. Hirsch. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | |
| Chicago. | St. Louis. | Chicago. | New York and Chicago. | Chicago. | | | | | | | | Number. |
| *d*.18 | *d*.22 | .16 | | | | | | | | | | 1 |
| *d*.165 | *d*.14 | | | | | | | | | | | 2 |
| *e*.165 | *e*.18 | | | | | | | | | | | 3 |
| *e*.15 | *e*.13 | | | | | | | | | | | 4 |
| | *c*.25 | .23 | *a*.2110 | *h*.08 | *d*.13 | *d*.13 | | | | | | 5 |
| | *c*.15 | .12 | *a*.1899 | | *d*.12 | *d*.13¼ | | | | | | 6 |
| | *d*.24 | | *b*.1899 | | *c*.13¼ | *c*.13¼ | | | | | | 7 |
| | *d*.13 | | *b*.1688 | | *c*.12¼ | *c*.14 | | | | | | 8 |
| | | | | | | | | | | | | 9 |
| | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | 13 |
| | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | 15 |
| | | | | | | | .75 | | | | | 16 |
| | | | | | | | | | .35 | | | 17 |
| | | | | | | | | | | | | 18 |
| .17 | | .17 | | | | | | | | | | 19 |
| | | | | | | | | | | | | 20 |
| | | | | | | | | .095 | .105 | | | 21 |
| *d*.42 | *d*.27 | .20 | | | | | | | | | | 22 |
| *d*.38 | *d*.16 | .16 | | | | | | | | | | 23 |
| *e*.405 | *e*.23 | | | | | | | | | | | 24 |
| *e*.36 | *e*.15 | | | | | | | | | | | 25 |
| *d*.27 | *d*.24 | .18 | | | | | | | | | | 26 |
| *d*.25 | *d*.17 | | | | | | | | | | | 27 |
| *e*.245 | *e*.20 | | | | | | | | | | | 28 |
| *e*.23 | *e*.16 | | | | | | | | | | | 29 |
| *d*.22 | | .42 | | | | | | | | .28 | | 30 |
| *e*.21 | | .32 | | | | | | | | .27 | | 31 |
| | | .26 | | | | | | | | .25 | | 32 |
| .05 | .05 | .08¼ | | | | | | | | | | 33 |
| .035 | | | | | | | | | | | | 34 |
| *d*.30 | *d*.36 | .26 | | | | | | | | | | 35 |
| *e*.28 | *d*.21 | | | | | | | | | | | 36 |
| | *e*.32 | | | | | | | | | | | 37 |
| | *e*.20 | | | | | | | | | | | 38 |
| *d*.21 | *d*.23 | .16 | | | | | | | | | | 39 |
| *d*.19 | *d*.15 | | | | | | | | | | | 40 |
| *e*.20 | *e*.19 | | | | | | | | | | | 41 |
| *e*.18 | *e*.14 | | | | | | | | | | | 42 |
| .13 | .09¼ | .13¼ | | | | | | | | | | 43 |
| .375 | .54 | .38 | | | | | | | | | .575 | 44 |
| .35 | .495 | | | | | | | | | | .55 | 45 |
| | .40 | | | | | | | | | | .425 | 46 |
| | .48 | | | | | | | | | | .475 | 47 |
| | .39 | | | | | | | | | | | 48 |

*e* 1 pound.
*f* ½ pound } "Only."
*g* ¼ pound }
*h* Packed as wanted in ½ and ¼ pound tins.

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*bstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

| Number. | CLASS No. 10. FURNITURE AND WOODEN WARE—continued. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | Chicago Brush Co. | James W. Soper. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | | | Chicago or New York. |
| 1 | Brushes, stove, 5-row, 10-inch .....doz.. | 31 | .85 | **1.50** | .98 | .82 |
| 2 | | | 1.18 | 2.10 | 1.12 | .83 |
| 3 | | | | 1.00 | 1.24 | |
| 4 | | | | 1.20 | 1.10 | |
| 5 | | | | | 1.27 | |
| 6 | | | | | 2.14 | |
| 7 | Buckets, well, oak, extra strong .....No.. | 31 | .27 | .24 | ..... | ..... |
| 8 | | | .27 | **.24** | | |
| 9 | Bureaus, 3 drawers, burlapped and crated, not over two in each crate .....No.. | 156 | ..... | ..... | ..... | ..... |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | Chairs: | | | | | |
| 13 | Reed-seat, close-woven .....doz.. | 63 | ..... | ..... | ..... | ..... |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | Wood, bow-back, 4 spindles to back .....do... | 98 | ..... | ..... | ..... | ..... |
| 17 | | | | | | |
| 18 | Wood, office, bow-back, and arms revolving...No.. | 43 | ..... | ..... | ..... | ..... |
| 19 | | | | | | |
| 20 | Churns, barrel, revolving, to churn 5 gals .....do... | 11 | **1.98** | 1.99 | ..... | ..... |
| 21 | Clocks, 8-day, pendulum or spring lever .....do... | 94 | ..... | **2.64** | ..... | ..... |
| 22 | Clothesline: | | | | | |
| 23 | Galvanized-wire, in lengths of 100 feet, per 100 feet .....feet.. | 33,000 | .19 | **.19** | ..... | ..... |
| 24 | | | .24 | .16 | | |
| 25 | | | | .14 | | |
| 26 | | | | .12 | | |
| 27 | Rope .....No.. | 53 | **.135** | ..... | ..... | ..... |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | Clothespins .....gross.. | 425 | .10 | **.10** | ..... | ..... |
| 31 | | | .11 | | | |
| 32 | Desks, office, medium size and quality, burlapped and crated .....No.. | 15 | ..... | ..... | ..... | ..... |
| 33 | | | | | | |
| 34 | | | | | | |
| 35 | Desks, school, with seats, double: | | | | | |
| 36 | No. 1, for scholars 18 to 21 years old .....do... | 6 | ..... | ..... | ..... | ..... |
| 37 | No. 2, for scholars 15 to 18 years old .....do... | 6 | ..... | ..... | ..... | ..... |
| 38 | No. 3, for scholars 13 to 15 years old .....do... | 12 | ..... | ..... | ..... | ..... |
| | Desks, school, back seats for, double: | | | | | |
| 39 | No. 1.....do... | 10 | ..... | ..... | ..... | ..... |
| 40 | No. 2.....do... | 1 | ..... | ..... | ..... | ..... |
| 41 | No. 3.....do... | 9 | ..... | ..... | ..... | ..... |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

| Manhattan Supply Co. | Washington Runyan. | Charles M. Wilhelm. | Robert M. Fair. | William F. Merle. | Charles H. Pickens. | John A. Thompson. | Adam J. Kasper. | Henry B. Steele. | American School Furniture Co. | The A. H. Andrews Co. | William M. Glass. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | |
| Chicago. | Omaha. | | Chicago. | | Omaha. | Chicago. | F. o. b. Chicago. | Chicago. | | | Omaha. | Number. |
| .96 | | | | | | | .93 | .94 | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | 6 |
| | | | | | .26¼ | | | | | | | 7 |
| | | | | | | | | | | | | 8 |
| | 5.00 | 5.80 | 5.90 | | | b 6.00 | | | | | | 9 |
| | 5.85 | 6.70 | | | | c 5.90 | | | | | | 10 |
| | 6.95 | | | | | b 9.25 | | | | | | 11 |
| | 8.10 | | | | | b 7.00 | | | | | | 12 |
| | 6.75 | | 8.80 | | | 8.95 | | | | | | 13 |
| | | | 9.05 | | | | | | | | | 14 |
| | | | 9.30 | | | | | | | | | 15 |
| | 5.85 | | 5.38 | 5.75 | | 5.25 | | | | | | 16 |
| | | | | | | 7.00 | | | | | | 17 |
| | 3.50 | | 2.94 | 3.15 | | 2.65 | | | | | | 18 |
| | 3.45 | | | | | | | | | | | 19 |
| | | | | | | | | | | | d 2.25 | 20 |
| 2.49 | | | | | | | | | | | | 21 |
| 2.59 | | | | | | | | | | | | 22 |
| | | | | | | | | | | | | |
| | | | | | .14½ | | | | | | d .16½ | 23 |
| | | | | | .18½ | | | | | | d .22 | 24 |
| | | | | | | | | | | | d .26½ | 25 |
| | | | | | | | | | | | | 26 |
| | | | | | | | | | | | d .06½ | 27 |
| | | | | | | | | | | | d .10 | 28 |
| | | | | | | | | | | | d .125 | 29 |
| | | | | | a .50 | | .09 | | | | d .125 | 30 |
| | | | | | | | | | | | | 31 |
| | 8.60 | 8.95 | 8.80 | 10.00 | | 9.85 | | | | 14.00 | | 32 |
| | 9.75 | | 8.50 | | | | | | | | | 33 |
| | 14.25 | | | | | | | | | | | 34 |
| | 16.00 | | | | | | | | | | | 35 |
| | | | | | | | | | | | | |
| | | | | | | | | | 3.40 | 3.50 | | 36 |
| | | | | | | | | | 3.40 | 3.50 | | 37 |
| | | | | | | | | | 3.30 | 3.40 | | 38 |
| | | | | | | | | | | | | |
| | | | | | | | | | 3.10 | 3.20 | | 39 |
| | | | | | | | | | 3.10 | 3.20 | | 40 |
| | | | | | | | | | 3.10 | 3.20 | | 41 |

a Box of 5 gross. b With mirror. c Wood back. d "Only."

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

| Number. | CLASS No. 10. FURNITURE AND WOODEN WARE—continued. | Quantity awarded. | American School Furniture Co. | The A. H. Andrews Co. | Charles M. Wilhelm. | Robert M. Fair. | William F. Merle. | John A. Thompson. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | Chicago. | | Omaha. | Chicago. | | |
| | Desks, school, with seats, single: | | | | | | | |
| 1 | No. 1, for scholars 18 to 21 years old..No.. | 45 | d**2.80** | 2.90 | ..... | ..... | ..... | ..... |
| 2 | No. 2, for scholars 15 to 18 years old .do... | 128 | d**2.80** | 2.90 | ..... | ..... | ..... | ..... |
| 3 | No. 3, for scholars 13 to 15 years old .do... | 70 | d**2.70** | 2.80 | ..... | ..... | ..... | ..... |
| 4 | No. 4, for scholars 11 to 13 years old .do... | 65 | d**2.70** | 2.80 | ..... | ..... | ..... | ..... |
| 5 | No. 5, for scholars 8 to 11 years old .do... | 35 | d**2.60** | 2.70 | ..... | ..... | ..... | ..... |
| 6 | No. 6, for scholars 5 to 8 years old ..do... | 51 | d**2.60** | 2.70 | ..... | ..... | ..... | ..... |
| | Desks, school, back seats for, single: | | | | | | | |
| 7 | No. 1 .....do... | 20 | d**2.50** | 2.60 | ..... | ..... | ..... | ..... |
| 8 | No. 2 .....do... | 23 | d**2.50** | 2.60 | ..... | ..... | ..... | ..... |
| 9 | No. 3 .....do... | 14 | d**2.50** | 2.60 | ..... | ..... | ..... | ..... |
| 10 | No. 4 .....do... | 10 | d**2.50** | 2.60 | ..... | ..... | ..... | ..... |
| 11 | No. 5 .....do... | 15 | d**2.50** | 2.60 | ..... | ..... | ..... | ..... |
| 12 | Desks, teachers', medium size and quality, burlaped and crated .....No.. | 21 | 15.00 | 14.00 | 8.95 | **8.30** | 9.50 | 8.60 |
| 13 | | | | | | 8.50 | | |
| | Handles: | | | | | | | |
| 14 | Hammer, 16-inch .....doz.. | 52 | ..... | ..... | ..... | ..... | ..... | ..... |
| 15 | | | | | | | | |
| 16 | | | | | | | | |
| 17 | Hatchet.....do... | 25 | ..... | ..... | ..... | ..... | ..... | ..... |
| 18 | | | | | | | | |
| 19 | | | | | | | | |
| 20 | Sledge, "extra," 36-inch.....do... | 20 | ..... | ..... | ..... | ..... | ..... | ..... |
| | Machines, sewing: | | | | | | | |
| 21 | "Family," with cover and accessories, No..... | 84 | ..... | ..... | ..... | 14.00 | ..... | ..... |
| 22 | | | | | | 14.50 | | |
| 23 | | | | | | 15.00 | | |
| 24 | | | | | | 10.85 | | |
| 25 | | | | | | 11.50 | | |
| 26 | | | | | | 10.50 | | |
| 27 | Tailors', with attachments .....No.. | 19 | ..... | ..... | ..... | ..... | ..... | ..... |
| | Mattresses: | | | | | | | |
| 28 | Double, 6 by 4 feet, excelsior, cotton top, not less than 45 pounds each, wrapped in heavy paper, packed in burlaps, well sewed; not over 4 in each bundle .....No.. | 445 | ..... | ..... | 2.62 | 2.50 | ..... | ..... |
| 29 | | | | | | 2.75 | | |
| 30 | | | | | | | | |
| 31 | | | | | | | | |
| 32 | | | | | | | | |
| 33 | | | | | | | | |
| 34 | Single, 6 by 3 feet, excelsior, cotton top, not less than 35 pounds each, wrapped in heavy paper, packed in burlaps, well sewed; not over 4 in each bundle .....No.. | 1,376 | ..... | ..... | 2.47 | 2.00 | ..... | ..... |
| 35 | | | | | | 2.24 | | |
| 36 | | | | | | | | |
| 37 | | | | | | | | |
| 38 | | | | | | | | |
| 39 | | | | | | | | |
| | Measures: | | | | | | | |
| 40 | 1-peck, wood, iron-bound, or all iron, cased .....No.. | 12 | ..... | ..... | ..... | ..... | ..... | ..... |
| 41 | | | | | | | | |
| 42 | ½-bushel, wood, iron-bound, or all iron, cased .....No.. | 19 | ..... | ..... | ..... | ..... | ..... | ..... |
| 43 | | | | | | | | |

a No. 9, Wheeler & Wilson. b No. D 12, Wheeler & Wilson. c Only.
d School desks to be "The Standard" automatic, made of hard maple.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

| Harry B. Lyford. | G. P. Erpelding. | Meyer E. Block. | Frederick Schultz. | Edward Howard. | Manhattan Supply Co. | Washington Runyan. | Fred K. Maus. | Charles A. Fisher. | William M. Glass. | William C. Jackson. | Louis G. Doup. | Frank Gould. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | |
| Chicago. | | | | | | Omaha. | Chicago. | | Omaha. | Chicago. | Omaha. | Chicago. | |
| | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | 2 |
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| | | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | | 13 |
| .25 | | | | | | | .35 | | *c* .35 | .35 | | | 14 |
| .50 | | | | | | | | | | | | | 15 |
| .31 | | | | | | | | | | | | | 16 |
| .27 | | | | | | | .38 | | *c* .35 | .50 | | .25 | 17 |
| .29 | | | | | | | | | | | | | 18 |
| .29 | | | | | | | | | | | | | 19 |
| .80 | | | | | | | 1.00 | | *c* 1.20 | 1.00 | | | 20 |
| 17.00 | 12.00 | | | *a* 15.00 | 18.20 | | | | | | | | 21 |
| 14.00 | 13.50 | | | | | | | | | | | | 22 |
| | 15.50 | | | | | | | | | | | | 23 |
| | 16.50 | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | | 25 |
| | | | | | | | | | | | | | 26 |
| | 19.50 | | | *b* 22.50 | 23.70 | | | | | | | | 27 |
| | | 2.15 | 2.92 | | | 1.86 | | 2.49 | | | *e* 2.64 | | 28 |
| | | 2.20 | 2.68 | | | 1.95 | | 2.85 | | | *e* 2.41 | | 29 |
| | | 2.42 | 2.55 | | | 2.05 | | | | | | | 30 |
| | | 2.49 | 2.23 | | | 2.15 | | | | | | | 31 |
| | | 2.55 | 1.91 | | | 2.55 | | | | | | | 32 |
| | | 2.58 | | | | | | | | | | | 33 |
| | | 1.65 | 2.36 | | | 1.75 | | 2.09 | | | *e* 2.21 | | 34 |
| | | 1.74 | 2.19 | | | 1.85 | | 2.39 | | | *e* 1.99 | | 35 |
| | | 1.90 | 2.08 | | | 1.95 | | | | | | | 36 |
| | | 1.95 | 1.83 | | | 2.05 | | | | | | | 37 |
| | | 2.06 | 1.58 | | | 2.45 | | | | | | | 38 |
| | | 2.09 | | | | | | | | | | | 39 |
| .125 | | | | | | | | | *f* .15 | | | .125 | 40 |
| | | | | | | | | | *g* .12 | | | | 41 |
| .15 | | | | | | | | | *f* .185 | | | .15 | 42 |
| | | | | | | | | | *g* .21 | | | | 43 |

*e* Any or all; ticks bound or unbound.

*f* Wood } only.
*g* Iron }

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

| Number. | CLASS No. 10. FURNITURE AND WOODEN WARE—continued. | Quantity awarded. | Frank Gould. | Meyer E. Block. | Harry B. Lyford. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | | |
| 1 | Mirrors, not less than 15 by 18 inches ..... No.. | **265** | ..... | ..... | ..... |
| 2 | | | | | |
| 3 | | | | | |
| 4 | Mopsticks ..... doz.. | **260** | **.54** | ..... | .58 |
| 5 | | | .69 | | .64 |
| 6 | | | | | .69 |
| 7 | Pails, wood, painted, 3 iron hoops, heavy, stable pattern. No.. | **30** | .31 | ..... | **.32** |
| 8 | | | .35 | | |
| 9 | Pillows, 20 by 30 inches, 3 pounds each, curled hair or mixed filling, wrapped in heavy paper, packed in burlaps, well sewed; not over 20 in each bundle ..... No.. | **1,540** | ..... | .48 | ..... |
| 10 | | | | .56 | |
| 11 | | | | .67 | |
| 12 | | | | .74 | |
| 13 | | | | .82 | |
| 14 | | | | 1.02 | |
| 15 | | | | | |
| 16 | Rolling-pins, 2¼ by 13 inches, exclusive of handle ..... do... | **65** | ..... | ..... | .05 |
| 17 | | | | | **.08** |
| 18 | Rope, manila, ⅜-inch ..... lbs.. | **1,770** | .14 | ..... | .13¼ |
| 19 | | | | | |
| 20 | ½-inch ..... do... | **2,280** | .135 | ..... | .13½ |
| 21 | | | | | |
| 22 | ⅝-inch ..... do... | **1,530** | .135 | ..... | .13½ |
| 23 | | | | | |
| 24 | ¾-inch ..... do... | **1,240** | .135 | ..... | .13½ |
| 25 | | | | | |
| 26 | 1-inch ..... do... | **1,315** | .135 | ..... | .13½ |
| 27 | | | | | |
| 28 | 1¼-inch ..... do... | **200** | .135 | ..... | .13½ |
| 29 | | | | | |
| 30 | Sash cord ..... do... | **1,010** | .18 | ..... | **.175** |
| 31 | | | | | .175 |
| 32 | Stools, wood ..... doz.. | **100** | ..... | ..... | ..... |
| 33 | | | | | |
| 34 | | | | | |
| 35 | Washboards, double zinc, in bundles of one dozen, with 2 cleats 2 by ⅞ inch each side of bundle ..... No.. | 630 | .17 | ..... | .125 |
| 36 | | | .20 | | .15 |
| 37 | | | | | .19 |
| 38 | | | | | .23 |
| 39 | | | | | .24 |
| 40 | Washstands, wood, papered and crated, not over 4 in one crate ..... No.. | **184** | ..... | ..... | ..... |
| 41 | | | | | |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

| Frederick Schultz. | Manhattan Supply Co. | Washington Runyan. | Charles M. Wilhelm. | Robert M. Fair. | Charles H. Pickens. | John W. Scott. | John A. Thompson. | Adam J. Kasper. | Henry B. Steele. | William M. Glass. | William C. Jackson. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | |
| Chicago. | | Omaha. | | Chicago. | Omaha. | Chicago. | | Chicago (f.o.b.). | Chicago. | Omaha. | Chicago. | |
| | | 1.20 | | .86 | | .575 | .89 | | | | | 1 |
| | | | | | | .425 | .98 | | | | | 2 |
| | | | | | | .92 | | | | | | 3 |
| | | | | | c.055 | | | | .74 | b.75 | | 4 |
| | | | | | c.06 | | | | .645 | | | 5 |
| | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | 7 |
| | | | | | | | | | | | | 8 |
| .77 | | .59 | | .66 | | .60 | | | | | | 9 |
| .73 | | .90 | | .625 | | .49 | | | | | | 10 |
| .68 | | 1.25 | | .575 | | | | | | | | 11 |
| .65 | | | | .52 | | | | | | | | 12 |
| .58 | | | | .50 | | | | | | | | 13 |
| .52 | | | | | | | | | | | | 14 |
| .43 | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | 16 |
| | | | | | | | | | | | | 17 |
| | .1349 | | | | | .13½ | | | | b.14¼ | .14 | 18 |
| | .1299 | | | | | | | | | | | 19 |
| | .1299 | | | | | .13¼ | | | | b.13¾ | .135 | 20 |
| | .1249 | | | | | | | | | | | 21 |
| | .1299 | | | | | .13¼ | | | | b.13¾ | .135 | 22 |
| | .1249 | | | | | | | | | | | 23 |
| | .1299 | | | | | .13¼ | | | | b.13¾ | 135 | 24 |
| | .1249 | | | | | | | | | | | 25 |
| | .1299 | | | | | .13¼ | | | | b.13¾ | .135 | 26 |
| | .1249 | | | | | | | | | | | 27 |
| | .1299 | | | | | .13¼ | | | | b.13¾ | .135 | 28 |
| | .1249 | | | | | | | | | | | 29 |
| | | | | | | | | | | b.15 | .18 | 30 |
| | | | | | | | | | | b.195 | | 31 |
| | | 6.00 | | 5.38 | | | 5.15 | | | | | 32 |
| | | 7.50 | | | | | | | | | | 33 |
| | | 9.50 | | | | | | | | | | 34 |
| | | | | | .23 | | | a2.01 | a2.14 | b.20 | | 35 |
| | | | | | .16 | | | | a1.91 | b.23 | | 36 |
| | | | | | .20 | | | | | b.26 | | 37 |
| | | | | | | | | | | | | 38 |
| | | | | | | | | | | | | 39 |
| | | 1.40 | 2.95 | 3.85 | | | 4.00 | | | | | 40 |
| | | 4.00 | 3.65 | | | | 3.50 | | | | | 41 |

a Per dozen. b Only. c Each.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

| Number. | CLASS No. 10. FURNITURE AND WOODEN WARE—continued. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | Robert M. Fair. | John W. Scott. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | | | |
| 1 | Washing machines, extra heavy, well crated (bids on light machines will not be considered) .....No.. | 170 | 4.10 | 4.45 | ..... | ..... |
| 2 | | | 4.45 | 4.60 | | |
| 3 | | | 4.70 | 4.10 | | |
| 4 | | | | 4.50 | | |
| 5 | | | | 4.00 | | |
| 6 | | | | **4.49** | | |
| 7 | | | | 4.84 | | |
| 8 | | | | 5.09 | | |
| 9 | Washtubs, 3 hoops, in nests of the three largest sizes .....No.. | 32 | a1.12 | **1.43** | ..... | ..... |
| 10 | Wringers, clothes, No. 1, large ..... do... | 150 | **1.80** | 1.80 | 2.18 | ..... |
| 11 | | | 2.75 | 1.80 | 1.575 | ..... |
| 12 | | | 3.50 | 2.29 | | |
| 13 | | | | 2.78 | | |
| 14 | | | | 2.05 | | |
| 15 | | | | 1.85 | | |
| 16 | | | | 2.05 | | |
| 17 | Wringers, clothes, No. 2, "Family"..... do.. | 50 | **1.35** | 1.37 | 1.875 | ..... |
| 18 | | | 2.00 | 1.37 | 1.375 | ..... |
| 19 | | | | 1.50 | | |
| 20 | | | | 1.78 | | |
| 21 | | | | 1.99 | | |
| 22 | | | | 2.15 | | |
| 23 | | | | 1.75 | | |
| | *Additional articles.* | | | | | |
| | Rope, manila: | | | | | |
| 24 | 2-inch .....lbs.. | 50 | **.135** | ..... | ..... | 13¼ |
| 25 | ½-inch.....do... | 300 | **.135** | ..... | ..... | 13¼ |
| | SADDLES, HARNESS, LEATHER, ETC. | | | | | |
| | CLASS No. 11.—HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC. | | | | | |
| | Awl hafts, patent: | | | | | |
| 26 | Pegging .....doz.. | 10 | ..... | .33 | ..... | ..... |
| 27 | Sewing ..... do... | 11 | ..... | .36 | ..... | ..... |
| 28 | | | | | | |
| | Awls, patent: | | | | | |
| 29 | Pegging, assorted .....do... | 180 | ..... | .025 | ..... | ..... |
| 30 | Sewing, assorted.....do... | 35 | ..... | .05 | ..... | ..... |
| | Awls: | | | | | |
| 31 | Round, with handle .....do... | 5 | ..... | .18 | ..... | ..... |
| 32 | | | | .82 | | |
| 33 | | | | | | |
| 34 | | | | | | |
| 35 | Saddler's assorted.....do... | 230 | ..... | .06 | ..... | ..... |
| | Bits, loose ring, snaffle, X. C., 2½-inch: | | | | | |
| 36 | Jointed .....do... | 32 | ..... | .60 | ..... | ..... |
| 37 | | | | | | |
| 38 | | | | | | |
| 39 | | | | | | |
| 40 | Stiff.....do... | 5 | ..... | .60 | ..... | ..... |
| 41 | | | | | | |
| 42 | | | | | | |
| 43 | | | | | | |
| 44 | Blacking, shoe .....boxes.. | 7,185 | .08¼ | .025 | .02 | .08¼ |
| 45 | | | | .065 | .033 | .0499 |
| 46 | | | | .08¼ | .0847 | .025 |
| 47 | | | | | .065 | .045 |

a Per nest. b "*Only.*" c Per dozen. Mason's No. 4.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

| William M. Glass. | William C. Jackson. | John H. Harberg. | William T. Gormley. | Eugene H. Conklin. | Albert Kuhlmey. | Meyer Bros. Drug Co. | Manhattan Supply Co. | Charles H. Pickens. | Adam J. Kasper. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | |
| Omaha. | Chicago. | Omaha. | Chicago. | | | St. Louis. | Chicago. | Omaha. | Chicago. | |
| b4.75 | | | 4.24 | | | | | | | 1 |
| | | | | | | | | | | 2 |
| | | | | | | | | | | 3 |
| | | | | | | | | | | 4 |
| | | | | | | | | | | 5 |
| | | | | | | | | | | 6 |
| | | | | | | | | | | 7 |
| | | | | | | | | | | 8 |
| | | | | | | | | | | 9 |
| 2.30 | | | | | | | | | | 10 |
| 1.75 | | | | | | | | | | 11 |
| | | | | | | | | | | 12 |
| | | | | | | | | | | 13 |
| | | | | | | | | | | 14 |
| | | | | | | | | | | 15 |
| | | | | | | | | | | 16 |
| 1.45 | | 1.29 | | | | | | | | 17 |
| 1.75 | | 1.62 | | | | | | | | 18 |
| | | 1.92 | | | | | | | | 19 |
| | | | | | | | | | | 20 |
| | | | | | | | | | | 21 |
| | | | | | | | | | | 22 |
| | | | | | | | | | | 23 |
| b.15¼ | .135 | | | | | | | | | 24 |
| b.13¾ | .135 | | | | | | | | | 25 |
| SADDLES, HARNESS, LEATHER, ETC. | | | | | | | | | | |
| b.38 | | .40 | | .50 | | | | | | 26 |
| b.38 | | .40 | | 1.20 | 1.25 | | | | | 27 |
| | | | | | 3.05 | | | | | 28 |
| b.025 | | | | .04 | | | | | | 29 |
| b.06¼ | | | | .15 | | | | | | 30 |
| | | | | .30 | 3.65 | | | | | 31 |
| | | | | | 3.35 | | | | | 32 |
| | | | | | 2.45 | | | | | 33 |
| | | | | | 1.65 | | | | | 34 |
| | | | | .14 | | | | | | 35 |
| | | | | | 1.00 | | | | | 36 |
| | | | | | .95 | | | | | 37 |
| | | | | | .66 | | | | | 38 |
| | | | | | .51 | | | | | 39 |
| | | | | | 1.00 | | | | | 40 |
| | | | | | .95 | | | | | 41 |
| | | | | | .66 | | | | | 42 |
| | | | | | .51 | | | | | 43 |
| | | | | | | .029 | .03 | .08¼ | c.39 | 44 |
| | | | | | | .05 | .065 | .08¼ | | 45 |
| | | | | | | | | | | 46 |
| | | | | | | | | | | 47 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | Eugene H. Conklin. | Harry A. Hess. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | | | New York, Chicago, or St. Louis. |
| 1 | Blankets, horse ..... No.. | 200 | ..... | ..... | ..... | ..... |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | Bridles, riding ..... do... | 13 | ..... | ..... | ..... | ..... |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | Bristles ..... oz.. | 27 | ..... | ..... | .60 | .75 |
| 10 | | | | | **.75** | .65 |
| 11 | | | | | | .55 |
| 12 | | | | | | .45 |
| 13 | Brooms, stable ..... No.. | 235 | [a] .49 | .19 | ..... | ..... |
| 14 | | | | .38 | | |
| 15 | | | | .43 | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | Brushes, horse, leather backs ..... do... | 195 | .45 | .80 | ..... | ..... |
| 20 | | | .95 | .70 | | |
| 21 | | | .99 | .85 | | |
| 22 | | | | 1.10 | | |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | Buckles, breast strap, snaps and buckles, malleable iron, X. C., 1¼-inch ..... doz.. | 100 | ..... | 1.29 | ..... | ..... |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | | | | | | |
| 29 | | | | | | |
| | Buckles, bar rein, malleable iron, X. C.: | | | | | |
| 30 | ½-inch ..... gross.. | 20 | ..... | .60 | ..... | ..... |
| 31 | | | | .65 | | |
| 32 | ⅝-inch ..... do... | 20 | ..... | .78 | ..... | ..... |
| 33 | | | | .88 | | |
| 34 | ¾-inch ..... do... | 12 | ..... | 1.00 | ..... | ..... |
| 35 | | | | 1.02 | | |
| 36 | 1-inch ..... do... | 28 | ..... | 1.17 | ..... | ..... |
| 37 | | | | 1.28 | | |
| | Buckles, harness, sensible, malleable iron, X. C.: | | | | | |
| 38 | ½-inch ..... gross.. | 10 | ..... | **.45** | ..... | ..... |
| 39 | ⅝-inch ..... do... | 25 | ..... | **.60** | ..... | ..... |
| 40 | ¾-inch ..... do... | 11 | ..... | **.82** | ..... | ..... |
| 41 | 1-inch ..... do... | 17 | ..... | **1.05** | ..... | ..... |
| 42 | 1¼-inch ..... do... | 16 | ..... | **1.71** | ..... | ..... |
| 43 | 1½-inch ..... do... | 7 | ..... | **2.17** | ..... | ..... |
| 44 | Buckles, roller, girth, malleable iron, X. C., 1½-inch ..... gross.. | 8 | ..... | **1.37** | ..... | ..... |
| | Buckles, roller, harness, malleable iron, X. C.: | | | | | |
| 45 | ½-inch ..... gross.. | 5 | ..... | **.46** | ..... | ..... |
| 46 | ⅝-inch ..... do... | 12 | ..... | **.57** | ..... | ..... |
| 47 | ¾-inch ..... do... | 45 | ..... | **.65** | ..... | ..... |
| 48 | 1-inch ..... do... | 25 | ..... | **.74** | ..... | ..... |
| 49 | 1¼-inch ..... do... | 22 | ..... | 1.08 | ..... | ..... |
| 50 | 1½-inch ..... do... | 13 | ..... | 1.37 | ..... | ..... |
| 51 | 1¾-inch ..... do... | 2 | ..... | 1.66 | ..... | ..... |
| 52 | 2-inch ..... do... | 5 3/11 | ..... | 1.94 | ..... | ..... |

[a] Each, including handles.
[b] Per dozen, with long handles.
[c] Per dozen.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| John H. Haney. | Chicago Brush Co. | Robert M. Fair. | Charles Kiper. | John W. Scott. | Albert Kuhlmey. | Adam J. Kasper. | Henry B. Steele. | William C. Jackson. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | |
| Omaha. | Chicago. | | | | | F. o. b. Chicago. | Chicago. | | Omaha. | |
| ..... | ..... | 1.18 | ..... | 1.25 | 1.05 | ..... | ..... | 1.85 | ..... | 1 |
| | | 1.24 | | 1.345 | 1.60 | | | 1.70 | | 2 |
| | | | | **1.44** | 2.30 | | | 1.50 | | 3 |
| | | | | | 1.85 | | | | | 4 |
| | | | | | 1.95 | | | | | 5 |
| .75 | ..... | ..... | .73 | ..... | .87 | ..... | ..... | ..... | ..... | 6 |
| .95 | | | | | **.78** | | | | | 7 |
| | | | | | .55 | | | | | 8 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 9 |
| | | | | | | | | | | 10 |
| | | | | | | | | | | 11 |
| | | | | | | | | | | 12 |
| ..... | **[b] 6.00** | ..... | ..... | ..... | .40 | ..... | ..... | ..... | ..... | 13 |
| | | | | | .45 | | | | | 14 |
| | | | | | | | | | | 15 |
| | | | | | | | | | | 16 |
| | | | | | | | | | | 17 |
| | | | | | | | | | | 18 |
| .30 | [c] 7.00 | ..... | ..... | ..... | 1.65 | [c] 4.34 | .395 | ..... | ..... | 19 |
| .60 | [c] 10.75 | | | | 1.55 | | | | | 20 |
| | [c] 11.25 | | | | .90 | | | | | 21 |
| | **[c] 13.00** | | | | .85 | | | | | 22 |
| | [c] 16.50 | | | | .60 | | | | | 23 |
| | [c] 19.00 | | | | .45 | | | | | 24 |
| ..... | ..... | ..... | ..... | ..... | **.65** | ..... | ..... | ..... | .23 | 25 |
| | | | | | | | | | .155 | 26 |
| | | | | | | | | | .30 | 27 |
| | | | | | | | | | .36 | 28 |
| | | | | | | | | | .33 | 29 |
| .68 | ..... | ..... | ..... | ..... | .68 | ..... | ..... | ..... | ..... | 30 |
| | | | | | **.68** | | | | | 31 |
| .89 | ..... | ..... | ..... | ..... | .92 | ..... | ..... | ..... | ..... | 32 |
| | | | | | **.92** | | | | | 33 |
| **1.05** | ..... | ..... | ..... | ..... | 1.06 | ..... | ..... | ..... | ..... | 34 |
| | | | | | 1.06 | | | | | 35 |
| **1.29** | ..... | ..... | ..... | ..... | 1.32 | ..... | ..... | ..... | ..... | 36 |
| | | | | | 1.32 | | | | | 37 |
| .48 | ..... | ..... | ..... | ..... | .47 | ..... | ..... | ..... | ..... | 38 |
| .60 | ..... | ..... | ..... | ..... | .63 | ..... | ..... | ..... | ..... | 39 |
| .83 | ..... | ..... | ..... | ..... | .86 | ..... | ..... | ..... | ..... | 40 |
| 1.06 | ..... | ..... | ..... | ..... | 1.10 | ..... | ..... | ..... | ..... | 41 |
| 1.72 | ..... | ..... | ..... | ..... | 1.78 | ..... | ..... | ..... | ..... | 42 |
| 2.15 | ..... | ..... | ..... | ..... | 2.25 | ..... | ..... | ..... | ..... | 43 |
| ..... | ..... | ..... | ..... | ..... | 1.43 | ..... | ..... | ..... | ..... | 44 |
| .47 | ..... | ..... | ..... | ..... | .49 | ..... | ..... | ..... | ..... | 45 |
| .57 | ..... | ..... | ..... | ..... | .59 | ..... | ..... | ..... | ..... | 46 |
| .66 | ..... | ..... | ..... | ..... | .68 | ..... | ..... | ..... | ..... | 47 |
| .75 | ..... | ..... | ..... | ..... | .77 | ..... | ..... | ..... | ..... | 48 |
| **1.07** | ..... | ..... | ..... | ..... | 1.13 | ..... | ..... | ..... | ..... | 49 |
| **1.35** | ..... | ..... | ..... | ..... | 1.43 | ..... | ..... | ..... | ..... | 50 |
| **1.65** | ..... | ..... | ..... | ..... | 1.73 | ..... | ..... | ..... | ..... | 51 |
| **1.93** | ..... | ..... | ..... | ..... | 2.02 | ..... | ..... | ..... | ..... | 52 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill, under*

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Harry B. Lyford. | John H. Haney. | Albert Kuhlmey. | Eugene H. Conklin. | William T. Gormley. | Frank H. Perkins. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | Chicago. | Omaha. | Chicago. | | | Chicago, St. Louis, New York. |
| | Buckles, trace, 3-loop, Champion, X. C.: | | | | | | | |
| 1 | 1¼-inch.....doz. pairs.. | 1 | a.30 | .60 | .52 | ..... | ..... | ..... |
| 2 | | | | | .68 | | | |
| 3 | 1½-inch.....do... | 90 | a.34 | .70 | .59 | ..... | ..... | ..... |
| 4 | | | | | .80 | | | |
| 5 | 1¾-inch.....do... | 10 | a.38 | .77 | .67 | ..... | ..... | ..... |
| 6 | | | | | .90 | | | |
| 7 | 2-inch.....do... | 10 | a.47 | .98 | .85 | ..... | ..... | ..... |
| | Burnishers: | | | | | | | |
| 8 | Heel, corrugated.....No.. | 3 | ..... | ..... | ..... | .37 | ..... | ..... |
| 9 | Heel, plain.....do... | 4 | ..... | ..... | ..... | .23 | ..... | ..... |
| 10 | Shank.....do... | 2 | ..... | ..... | ..... | .32 | ..... | ..... |
| 11 | Cement, shoe, 2-ounce.....doz.. | 20 | ..... | ..... | ..... | 1.00 | ..... | ..... |
| 12 | Chains, halter, with snap, 4½ feet, No. 0.....No.. | 75 | .105 | ..... | .12 | ..... | .105 | ..... |
| 13 | | | .13 | | | | | |
| 14 | | | | | | | | |
| 15 | Channel cutters.....do... | 4 | ..... | ..... | .70 | .50 | ..... | ..... |
| 16 | | | | | .90 | | | |
| 17 | | | | | 1.10 | | | |
| 18 | Channel openers.....do... | 5 | ..... | ..... | ..... | .15 | ..... | ..... |
| 19 | Cinchas.....do... | 108 | ..... | ..... | .32 | ..... | ..... | ..... |
| 20 | | | | | .18 | | | |
| 21 | | | | | .18 | | | |
| 22 | | | | | .22 | | | |
| 23 | Clamps, sewing, knee.....No.. | 4 | ..... | ..... | ..... | 1.50 | ..... | ..... |
| 24 | Clips, hame, japanned.....doz.. | 57 | .315 | ..... | .20 | ..... | ..... | ..... |
| 25 | Clips, trace, polished, 4½-inch, malleable iron.....doz.. | 30 | .13 | .135 | .11 | ..... | ..... | ..... |
| | Cockeyes, screwed, japanned: | | | | | | | |
| 26 | 1½-inch.....do... | 38 | .155 | .17 | .17 | ..... | ..... | ..... |
| 27 | 1¾-inch.....do... | 145 | .18½ | .19 | .19 | ..... | ..... | ..... |
| 28 | 1¾-inch.....do... | 25 | .225 | .24 | .23 | ..... | ..... | ..... |
| 29 | 2-inch.....do... | 9 | .285 | .30 | .30 | ..... | ..... | ..... |
| | Collars, horse: | | | | | | | |
| 30 | 17 to 19 inches, by half inch.....No.. | 80 | ..... | 1.375 | 1.38 | ..... | ..... | 1.29 |
| 31 | | | | | 1.34 | | | |
| 32 | 19½ to 21 inches, by half inch...do... | 360 | ..... | 1.375 | 1.41 | ..... | ..... | 1.39 |
| 33 | | | | | 1.38 | | | |
| 34 | 21½ to 24 inches, by half inch...do... | 59 | ..... | ..... | 1.50 | ..... | ..... | 1.49 |
| 35 | | | | | 1.45 | | | |
| 36 | Collars, mule, 15 to 16½ inches, by half inch.....do... | 12 | ..... | 1.375 | 1.25 | ..... | ..... | 1.19 |
| 37 | | | | | | | | |
| 38 | Currycombs, tinned iron, 8 bars....doz.. | 20 | .96 | ..... | 1.30 | ..... | ..... | ..... |
| 39 | | | .78 | | 1.25 | | | |
| 40 | | | 1.02 | | .95 | | | |
| 41 | | | 1.15 | | | | | |
| 42 | | | 1.40 | | | | | |
| 43 | Cutters, peg, regular.....No.. | 6 | ..... | ..... | ..... | .25 | ..... | ..... |
| 44 | Dressing, shoe.....doz.. | 150 | .50 | ..... | ..... | ..... | ..... | ..... |
| 45 | | | .70 | | | | | |
| 46 | | | | | | | | |

a Per dozen of 24 pieces.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Owen Gathright. | Charles Kiper. | William M. Glass. | John H. Harberg. | Frank Gould. | Adam J. Kasper. | Thaddeus P. Stanwood. | Meyer Bros. Drug Co. | Robert M. Fair. | Charles H. Pickens. | John W. Scott. | Henry B. Steele. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | |
| Chicago. | | Omaha. | | Chicago. | | | St. Louis. | Chicago. | Omaha. | Chicago. | | |
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
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| | | | | | | | | | | | | 9 |
| | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | 11 |
| | | | **.15 2-3** | | | | | | | | | 12 |
| | | | .11 | | | | | | | | | 13 |
| | | | .12 | | | | | | | | | 14 |
| | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | 16 |
| | | | | | | | | | | | | 17 |
| | | | | | | | | | | | | 18 |
| .10 | | | | | | | | | | | | 19 |
| .12 | | | | | | | | | | | | 20 |
| .17 | | | | | | | | | | | | 21 |
| | | | | | | | | | | | | 22 |
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| | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | 25 |
| | | .20 | | | | | | | | | | 26 |
| | | .22 | .19 | | | | | | | | | 27 |
| | | .28 | .22 | | | | | | | | | 28 |
| | | .35 | .27 | | | | | | | | | 29 |
| 1.43 | 1.42 | | | | | | | | | | | 30 |
| **1.64** | | | | | | | | | | | | 31 |
| 1.65 | 1.47 | | | | | | | | | | | 32 |
| **1.90** | | | | | | | | | | | | 33 |
| 2.00 | 1.68 | | | | | | | | | | | 34 |
| **2.30** | | | | | | | | | | | | 35 |
| 1.30 | 1.28 | | | | | | | | | | | 36 |
| **1.52** | | | | | | | | | | | | 37 |
| | | | 95 | 1.10 | .99 | | | | | | | 38 |
| | | | | 1.25 | | | | | | | | 39 |
| | | | | | | | | | | | | 40 |
| | | | | | | | | | | | | 41 |
| | | | | | | | | | | | | 42 |
| | | | | | | | | | | | | 43 |
| | | | | .60 | | *b*.63 | *d*.60 | *e*.052 | *f*.14¼ | .675 | .875 | 44 |
| | | | | **.69** | | *c*.60 | | *e*.097 | *f*.06¼ | 1.25 | | 45 |
| | | | | | | | | *e*.1861 | | | | 46 |

*b* Whittemore's French gloss.
*c* Whittemore's Royal gloss.
*d* King Bee.
*e* Per box.
*f* Each.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Harry B. Lyford. | Frank H. Perkins. | Eugene H. Conklin. | John H. Haney. | Owen Gathright. | Albert Kuhlmey. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | Chicago. | Chicago, St. Louis, New York. | Chicago. | Omaha. | Chicago. | |
| 1 | Eyelets, black, B, long .....M.. | **90** | | | **.0825** | | | |
| 2 | Eyelet hooks, black.....do... | **17** | | | **.735** | | | |
| 3 | Eyelet set, hand.....No.. | **1** | | | **.40** | | | |
| 4 | Halters .....do... | **85** | .55 | .79 | | .55 | **.98** | .85 |
| 5 | | | .60 | | | .65 | | .84 |
| 6 | | | | | | | | .71 |
| 7 | Hair, gray goat.....lbs.. | **130** | | | | | | **.06** |
| 8 | Hames, Concord, size 18 by 20 inches, wood, high top, clip and breast ring .....pairs.. | **590** | | .48 | | | .50 | **.51** |
| 9 | | | | | | | | .60 |
| | Harness, double, complete: | | | | | | | |
| 10 | With breeching, Concord hames .....sets.. | **35** | | **20.93** | | a 22.25 | 24.94 | 24.15 |
| 11 | | | | | | | | 22.55 |
| 12 | | | | | | | | 20.40 |
| 13 | Without breeching, Concord hames .....sets.. | **31** | | **18.79** | | a 20.00 | 21.65 | 21.95 |
| 14 | | | | | | | | 20.40 |
| 15 | | | | | | | | 18.20 |
| 16 | Harness, plow, double, with backband and collars, Concord hames.....set.. | 1 | | | | | | d 11.35 |
| 17 | Hooks, hames.....doz.. | 16 | | | | d 1.45 | | |
| 18 | Ink, burnishing (quarts) .....do... | **15** | | | **1.75** | | | |
| | Knives: | | | | | | | |
| 19 | Cutting .....do... | **4** | | | **.65** | | | |
| 20 | Gauge .....do... | **1 3/12** | | | 12.00 | | | 16.95 |
| 21 | | | | | | | | 16.95 |
| 22 | | | | | | | | **12.10** |
| 23 | Head, large size.....do... | **1 7/12** | | | | | | **10.00** |
| 24 | | | | | | | | 4.85 |
| 25 | Round, large size .....do... | **11-12** | | | | | | **16.35** |
| 26 | | | | | | | | 13.35 |
| 27 | Shoe, square point, No. 3 .....do... | **11** | **.80** | | .65 | | | 1.15 |
| 28 | | | .84 | | | | | |
| 29 | Skiving, regular .....do... | **2** | | | **1.35** | | | 2.75 |
| 30 | Splitting, 10-inch .....No.. | **5** | | | 4.50 | | | **4.80** |
| 31 | Straight, shoemaker's.....doz.. | **4** | | | **2.75** | | | 3.65 |
| 32 | | | | | | | | .75 |
| | Laces, shoe: | | | | | | | |
| 33 | Leather, 36-inch.....gross.. | **230** | | | 1.50 | | | |
| 34 | | | | | 1.90 | | | |
| 35 | | | | | 2.00 | | | |
| 36 | | | | | | | | |
| 37 | | | | | | | | |
| 38 | Tubular, 36-inch, black, extra heavy .....gross.. | **680** | | | .55 | | | |
| 39 | | | | | .50 | | | |
| 40 | | | | | | | | |
| 41 | | | | | | | | |
| 42 | | | | | | | | |
| 43 | | | | | | | | |

a With collar. b 75 sets. c 25 sets. d No award.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Harry A. Lerch. | Edward M. Starr. | Haskell Institute. | Albert J. Morley. | Charles Kiper. | William T. Gormley. | Thaddeus P. Stanwood. | Harry A. Hess. | Max Frank. | George R. Bowker. | Robert M. Fair. | John Lawrie. | John W. Scott. | Emil Rohrig. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | |
| F. o. b. Baltimore. | Chicago. | Kansas City. | Chicago. | | | | New York, Chicago, St. Louis. | Chicago. | New York. | Chicago. | | | | Number. |
| | | | | | | | | | | | | | | 1 |
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| | | | | | | | | | | | | | | 7 |
| | | | | | | | | | | | | | | 8 |
| | | | | | | | | | | | | | | 9 |
| 27.00 | 23.50 | b 20.00 | 25.75 | 21.90 | | | | | | | | | | 10 |
| | | | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | | | 12 |
| 23.00 | 21.00 | c 18.00 | 22.25 | 19.90 | | | | | | | | | | 13 |
| | | | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | | | 15 |
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| | | | | | | | | | | | | | | 25 |
| | | | | | | | | | | | | | | 26 |
| | | | | | .90 | | | | | | | | | 27 |
| | | | | | | | | | | | | | | 28 |
| | | | | | | | | | | | | | | 29 |
| | | | | | | | | | | | | | | 30 |
| | | | | | | | | | | | | | | 31 |
| | | | | | | | | | | | | | | 32 |
| | | | | | | 1.87 | 2.25 | 1.50 | .55 | 1.38 | 1.625 | 1.98 | | 33 |
| | | | | | | | 2.25 | | | 1.49 | 1.275 | | | 34 |
| | | | | | | | 1.50 | | | 1.79 | 1.47 | | | 35 |
| | | | | | | | | | | 1.94 | 1.81 | | | 36 |
| | | | | | | | | | | | **1.96** | | | 37 |
| | | | | | | .54 | | .50 | | .49 | .29½ | .575 | .54 | 38 |
| | | | | | | .51 | | | | .50 | **.35½** | .925 | .59 | 39 |
| | | | | | | | | | | .56 | .44 | | .60 | 40 |
| | | | | | | | | | | .60 | .50 | | .61 | 41 |
| | | | | | | | | | | .625 | | | .64 | 42 |
| | | | | | | | | | | .66 | | | .67 | 43 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Eugene H. Conklin. | Harry B. Lyford. | Harry A. Hess. | Eugene C. Hess. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | | New York, Chicago, St. Louis. | |
| 1 | Lamps, kit ..... No.. | 9 | .50 | ..... | ..... | ..... |
| 2 | Last hooks ..... do... | 6 | .11 | ..... | ..... | ..... |
| 3 | Laster, shank, crab ..... do... | 4 | .30 | ..... | ..... | ..... |
| 4 | Lasts, boys', assorted, 1 to 5 ..... pair.. | 1 | .80 | ..... | ..... | ..... |
| 5 | Lap, iron, 3 sizes ..... No.. | 26 | .20 | ..... | ..... | ..... |
| 6 | | | .25 | | | |
| 7 | | | .35 | | | |
| | Leather: | | | | | |
| 8 | Dongola kid ..... lbs.. | 230 | .80 | ..... | a.22 | ..... |
| 9 | | | | | a.16 | |
| 10 | | | | | b.75 | |
| 11 | Calfskin ..... do... | 1,195 | ..... | ..... | b.54 | ..... |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | Harness (15 to 22 lbs. per side) ..... do... | 25,650 | ..... | ..... | ..... | .34 |
| 15 | | | | | | .32 |
| 16 | | | | | | |
| 17 | Kip (about 5-lb. sides) ..... do... | 640 | ..... | ..... | b.44 | ..... |
| 18 | | | | | | |
| 19 | Lace, per lb ..... sides.. | 72 | ..... | .60 | ..... | ..... |
| 20 | Sole, hemlock ..... lbs.. | 4,330 | ..... | ..... | ..... | ..... |
| 21 | | | | | | |
| 22 | | | | | | |
| 23 | Sole, oak ..... lbs.. | 8,695 | ..... | ..... | ..... | ..... |
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | | | | | | |
| 27 | Lining, shoe ..... yds.. | 360 | .115 | ..... | .11 | ..... |
| 28 | | | .105 | | .10 | |
| 29 | | | | | .09 | |
| 30 | | | | | .11 | |
| 31 | | | | | .10 | |
| 32 | | | | | .095 | |
| 33 | Needles, harness, assorted, 4, 5, and 8 ..... doz.. | 420 | .03 | .02 | ..... | ..... |
| 34 | | | | | | |
| 35 | Nails, saddle ..... lbs.. | 12 | ..... | ..... | ..... | ..... |
| | Nails, iron, Swede: | | | | | |
| 36 | ⅛—14 ..... do... | 100 | .04 | .037 | ..... | ..... |
| 37 | ⅛—16 ..... do... | 160 | .045 | .041 | ..... | ..... |
| 38 | ⅛—16 ..... do... | 90 | .045 | .041 | ..... | ..... |
| 39 | ⅛—14 ..... do... | 120 | .04 | .037 | ..... | ..... |
| 40 | Ornaments, nickel, 1-inch ..... gross.. | 6 | ..... | ..... | ..... | ..... |
| 41 | Pad hooks, band, X. C ..... do... | 4-12 | ..... | 5.47 | ..... | ..... |
| 42 | | | | | | |
| 43 | | | | | | |
| 44 | | | | | | |
| 45 | | | | | | |

a Per square foot. b Per pound. c 72 sides per square foot.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Max Frank. | Henry Frank. | Philip Frank. | John E. Wilder. | Charles A. Schieren & Co. | William L. Grey. | Owen Gathright. | Albert Kuhlmey. | Louis Weill. | Charles W. Allen. | Norman I. Rees. | Robert M. Fair. | John H. Haney. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | |
| Chicago. | | | | All points. | Chicago. | | | | | New York and Chicago. | Chicago. | Omaha. | Number. |
| | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | | 7 |
| | .70 | | | | | | | | | | | | 8 |
| | | | | | | | | | | | | | 9 |
| | | | | | | | | | | | | | 10 |
| .55 | .35 | | | | .60 | | | .65 | | | | | 11 |
| | | | | | .55 | | | .60 | | | | | 12 |
| | | | | | | | | **.55** | | | | | 13 |
| .30 | .32 | .33 | .29 | *b*.31 | | | | .30 | .30 | *d*.32½ | | | 14 |
| | .31 | | .28 | | | | | .31 | **.31** | *e*.32½ | | | 15 |
| | | | | | | | | .32 | .32 | | | | 16 |
| | | | | *c*.165 | .50 | | | .45 | | | | | 17 |
| | | | | | **.40** | | | | | | | | 18 |
| .39 | .375 | | | | | **.49** | .50 | | | | | | 19 |
| .26 | .235 | | .26 | | | | | .26 | | | | | 20 |
| | .23 | | .25 | | | | | **.27** | | | | | 21 |
| | | | .24 | | | | | | | | | | 22 |
| .30 | **.315** | | .295 | *b*.31 | | | | | | *d*.30½ | | | 23 |
| | .31 | | | | | | | | | *d*.29½ | | | 24 |
| | | | | | | | | | | *e*.30½ | | | 25 |
| | | | | | | | | | | *e*.29½ | | | 26 |
| | | | | | | | | | | | | | 27 |
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| | | | | | | | | | | | | | 32 |
| | | | | | | | *g*.55 | | | | *f*.03 | | 33 |
| | | | | | | | *g*.60 | | | | | | 34 |
| | | | | | | | **.11** | | | | | | 35 |
| | | | | | | | | | | | | | 36 |
| | | | | | | | | | | | | | 37 |
| | | | | | | | | | | | | | 38 |
| | | | | | | | | | | | | | 39 |
| | | | | | | | **1.00** | | | | | | 40 |
| | | | | | | | 5.75 | | | | | 5.40 | 41 |
| | | | | | | | 5.75 | | | | | | 42 |
| | | | | | | | **7.50** | | | | | | 43 |
| | | | | | | | 11.40 | | | | | | 44 |
| | | | | | | | 9.60 | | | | | | 45 |

*d* New York delivery } only.
*e* Chicago delivery }

*f* Per paper of 25 needles.
*g* Per dozen papers.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Harry B. Lyford. Points of delivery. Chicago. | Frank H. Perkins. Points of delivery. Chicago, St. Louis, New York. |
|---|---|---|---|---|
| 1 | Pad screws, X. C ..... gross.. | 4 4/12 | 1.17 | ..... |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | Paste, Austrian ..... lbs.. | 50 | ..... | ..... |
| | Pegs, shoe: | | | |
| 6 | 3-14 ..... galls.. | 2 | ..... | ..... |
| 7 | 4-12 ..... do... | 2½ | ..... | ..... |
| 8 | 5-12 ..... do... | 1½ | ..... | ..... |
| 9 | 6-11 ..... do... | 5 | ..... | ..... |
| 10 | 7-10 ..... do... | 2 | ..... | ..... |
| 11 | Pincers, lasting, steel, No. 4 ..... No.. | 17 | ..... | ..... |
| 12 | Planes, edge, sizes 4 to 12 ..... do... | 7 | ..... | ..... |
| 13 | Punches, spring, harness, 6, 7, and 8 tube ..... do... | 32 | .12 | ..... |
| 14 | | | | |
| 15 | | | | |
| | Rasps: | | | |
| 16 | Peg (or peg break) ..... do... | 25 | ..... | ..... |
| 17 | Shoe, 8-inch, regular ..... do... | 60 | .135 | ..... |
| 18 | Shoe, 10-inch, regular ..... do... | 70 | .18 | ..... |
| 19 | Rivets, hame, Norway, malleable, ⅛-inch ..... lbs.. | 68 | .055 | ..... |
| 20 | Rings, halter ..... doz.. | 50 | ..... | ..... |
| 21 | | | | |
| | Rings, harness, malleable iron, X. C.: | | | |
| 22 | ¾-inch ..... do... | 28 | .025 | ..... |
| 23 | ⅞-inch ..... do... | 110 | .03 | ..... |
| 24 | 1-inch ..... do... | 80 | .03¾ | ..... |
| 25 | 1¼-inch ..... do... | 118 | .04 | ..... |
| 26 | 1½-inch ..... do... | 93 | .095 | ..... |
| 27 | | | | |
| 28 | 1¾-inch ..... do... | 135 | .10½ | ..... |
| 29 | | | | |
| | Rosettes, nickel plate: | | | |
| 30 | 1½-inch ..... do... | 70 | ..... | ..... |
| 31 | | | | |
| 32 | | | | |
| 33 | 2-inch ..... do... | 32 | ..... | ..... |
| 34 | | | | |
| 35 | | | | |
| 36 | Rules, 3-foot, straight, boxwood ..... No.. | 35 | .11 | ..... |
| 37 | | | .14 | |
| 38 | Saddles ..... do... | 29 | ..... | 7.98 |
| 39 | | | | |
| 40 | | | | |
| 41 | Sheepskins, for shoe linings, medium weight, pink and russet ..... doz.. | 17 | ..... | ..... |
| 42 | | | | |
| | Slides, breast-strap: | | | |
| 43 | 1½-inch, japanned ..... do... | 115 | .40 | ..... |
| 44 | | | .19 | |
| 45 | 1¾-inch, japanned ..... do... | 25 | .47 | ..... |
| 46 | | | .23 | |
| 47 | 2-inch, japanned ..... do... | 22 | .65 | ..... |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Eugene H. Conklin. | John H. Haney. | Owen Gathright. | Charles Kiper. | Albert Kuhlmey. | Harry A. Hess. | |
|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | |
| Chicago. | Omaha. | Chicago. | | | New York, Chicago, or St. Louis. | Number. |
| | 1.10 | | | .85 | | 1 |
| | | | | .85 | | 2 |
| | | | | .95 | | 3 |
| | | | | 1.00 | | 4 |
| .165 | | | | | | 5 |
| .20 | | | | | | 6 |
| .20 | | | | | | 7 |
| .20 | | | | | | 8 |
| .20 | | | | | | 9 |
| .20 | | | | | | 10 |
| .55 | | | | | | 11 |
| [a]1.65 | | | | | | 12 |
| | | | | .55 | | 13 |
| | | | | .55 | | 14 |
| | | | | .55 | | 15 |
| .25 | | | | | | 16 |
| .16 | | | | | | 17 |
| .22 | | | | | | 18 |
| | | | | .045 | | 19 |
| | .055 | | | .16 | | 20 |
| | .075 | | | .13 | | 21 |
| | .03 | | | .03 | | 22 |
| | .035 | | | .03 | | 23 |
| | .045 | | | .04 | | 24 |
| | .055 | | | .055 | | 25 |
| | .07 | | | .07 | | 26 |
| | | | | .08 | | 27 |
| | .085 | | | .075 | | 28 |
| | | | | .09 | | 29 |
| | | | | .15 | | 30 |
| | | | | .15 | | 31 |
| | | | | .10 | | 32 |
| | | | | .30 | | 33 |
| | | | | .20 | | 34 |
| | | | | .20 | | 35 |
| | | | | .25 | | 36 |
| | | | | | | 37 |
| | [b]6.60 | 7.15 | 7.15 | 8.65 | | 38 |
| | | 8.25 | 8.00 | 7.10 | | 39 |
| | | | 9.40 | 6.60 | | 40 |
| | | | | | 4.50 | 41 |
| | | | | | 4.00 | 42 |
| | .21 | | | .27 | | 43 |
| | | | | .22 | | 44 |
| | .29 | | | .30 | | 45 |
| | | | | .30 | | 46 |
| | .54 | | | .55 | | 47 |

[a] Seven sets—per set.

[b] If with wool-lined skirts, $7.25.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE—Figures in large type denote rates at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Harry B. Lyford. | Eugene H. Conklin. | John H. Haney. | Albert Kuhlmey. | Number. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Chicago. | | Omaha. | Chicago. | |
| | Snaps, harness, malleable iron, X. C.: | | | | | | |
| 1 | ¾ inch ....gross.. | 14 | a **1.22** | ..... | 1.68 | 2.40 | 1 |
| 2 | | | | | | 2.40 | 2 |
| 3 | | | | | | 1.75 | 3 |
| 4 | 1-inch ....do... | 30 | a **1.22** | ..... | 1.78 | 2.40 | 4 |
| 5 | | | | | | 2.40 | 5 |
| 6 | | | | | | 1.85 | 6 |
| 7 | 1¼-inch ....do... | 18 | a **1.94** | ..... | 3.00 | 3.30 | 7 |
| 8 | | | | | | 3.30 | 8 |
| 9 | | | | | | 3.15 | 9 |
| 10 | 1½-inch ....do... | 14 | a **2.29** | ..... | 3.40 | 3.55 | 10 |
| 11 | | | | | | 3.55 | 11 |
| 12 | | | | | | 3.55 | 12 |
| 13 | Spots, silvered, 1-inch ....doz... | 62 | ..... | ..... | ..... | **.40** | 13 |
| 14 | Squares, hip-straps, ¾-inch....doz... | 8 | ..... | ..... | ..... | **.05** | 14 |
| 15 | | | | | | .04 | 15 |
| 16 | Staples, hame, with burrs ....do... | 75 | ..... | ..... | **.11** | .14 | 16 |
| 17 | | | | | | .12 | 17 |
| 18 | Stands, counter, regular, 4 lasts....No... | 22 | .25 | c **.75** | ..... | ..... | 18 |
| 19 | | | .36 | | | | 19 |
| | Sticks: | | | | | | |
| 20 | Long ....do... | 5 | ..... | **.25** | ..... | ..... | 20 |
| 21 | Shoulder....do... | 5 | ..... | **.15** | ..... | ..... | 21 |
| 22 | Size ....do... | 8 | ..... | **.15** | ..... | ..... | 22 |
| 23 | Stirrups, wood, 5-inch....pairs... | 45 | ..... | ..... | ..... | **.10** | 23 |
| 24 | | | | | | .18 | 24 |
| 25 | Stitching horses ....No... | 11 | ..... | ..... | ..... | **1.75** | 25 |
| 26 | Stones, sand ....do... | 50 | b **.03¼** | b .06 | ..... | ..... | 26 |
| | Stretchers: | | | | | | |
| 27 | Instep....do... | 2 | ..... | **.60** | ..... | ..... | 27 |
| 28 | Toe ....do... | 4 | ..... | **.75** | ..... | ..... | 28 |
| 29 | Surcingles ....do... | 65 | ..... | ..... | ..... | .20 | 29 |
| 30 | | | | | | .25 | 30 |
| 31 | | | | | | .20 | 31 |
| 32 | | | | | | **.30** | 32 |
| | Swivels, bridle, X. C., loop: | | | | | | |
| 33 | ⅝-inch ....doz... | 4 | .88 | ..... | ..... | **.09** | 33 |
| 34 | ¾-inch ....do... | 6 | .88 | ..... | ..... | **.09** | 34 |
| 35 | Tacks, shoe, 1, 2, and 3 ounce ....lbs... | 405 | .12 | .12 | ..... | .11 | 35 |
| 36 | | | .095 | .11 | ..... | ..... | 36 |
| 37 | | | .085 | **.10** | ..... | ..... | 37 |

a Guaranteed not to break.
b Per pound.
c 22 sets—per set.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SADDLES, HARNESS, LEATHER, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—cont'd. | Quantity awarded. | Harry B. Lyford. | Albert Kuhlmey. | John H. Haney. | Robert M. Fair. | John Lawrie. | John W. Scott. | Eugene H. Conklin. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | | Omaha. | Chicago. | | | | |
| | Terrets, band, X. C.: | | | | | | | | | |
| 1 | 1¼-inch .....doz... | 4 | .33 | **.30** | .28 | ..... | ..... | ..... | ..... | 1 |
| 2 | 1½-inch .....do... | 8 | .37 | **.33** | .33 | ..... | ..... | ..... | ..... | 2 |
| | Thread: | | | | | | | | | |
| 3 | Shoe, Barbour's, No. 3....lbs.. | **165** | ..... | 1.03 | ..... | .95 | .84 | **.884** | ..... | 3 |
| 4 | Linen, spools, black, machine, | 42 | ..... | ..... | ..... | *a* .84 | .69 | *b* **2.17** | ..... | 4 |
| 5 | Nos. 40 and 50 .....doz... | | | | | *a* .84 | | *d* **2.59** | | 5 |
| 6 | | | | | | *a* .825 | | | | 6 |
| 7 | | | | | | *a* .825 | | | | 7 |
| 8 | | | | | | *c* 1.62 | | | | 8 |
| 9 | | | | | | *c* 1.92 | | | | 9 |
| | Ticklers: | | | | | | | | | |
| 10 | Creasing .....No... | 6 | ..... | **.35** | ..... | ..... | ..... | ..... | ..... | 10 |
| 11 | | | | .35 | | | | | | 11 |
| 12 | Edge .....do... | 6 | ..... | .40 | ..... | ..... | ..... | ..... | ..... | 12 |
| 13 | | | | **.40** | | | | | | 13 |
| 14 | Tools, claw.....do... | 4 | ..... | **.40** | ..... | ..... | ..... | ..... | ..... | 14 |
| 15 | | | | .20 | | | | | | 15 |
| 16 | Trace carriers, X. C .....doz... | 38 | .25¼ | .26 | .26 | ..... | ..... | ..... | ..... | 16 |
| 17 | | | | .26 | | | | | | 17 |
| 18 | | | | **.26** | | | | | | 18 |
| 19 | | | | .26 | | | | | | 19 |
| 20 | Trees, self-adjusting, X. C ..No... | 38 | .22½ | .24 | .235 | ..... | ..... | ..... | ..... | 20 |
| 21 | | | | .23 | | | | | | 21 |
| 22 | | | | **.22** | | | | | | 22 |
| 23 | | | | .24 | | | | | | 23 |
| | Wax: | | | | | | | | | |
| 24 | Saddler's.....lbs.. | **105** | ..... | ..... | ..... | ..... | ..... | ..... | **.05** | 24 |
| 25 | Shoemaker's, small ball, per 100 balls.... .....balls.. | **1,490** | ..... | .30 | .30 | ..... | ..... | ..... | *e* **.29** | 25 |
| | Wheels: | | | | | | | | | |
| 26 | Box, with slide .....No.. | 4 | ..... | ..... | ..... | ..... | ..... | ..... | **.50** | 26 |
| 27 | Fudge.....do... | 9 | ..... | ..... | ..... | ..... | ..... | ..... | **.40** | 27 |
| 28 | Overstitch, with carriage, Nos. 6, 7, 8, 10, 12, and 14. No.. | **19** | ..... | **.60** | ..... | ..... | ..... | ..... | ..... | 28 |
| 29 | Winkers, ¾-inch, sensible, 2 seams, patent leather.....doz.. | **12** | ..... | **1.15** | ..... | ..... | ..... | ..... | ..... | 29 |
| | *Additional articles.* | | | | | | | | | |
| 30 | Terrets, band, X. C., 1¼-inch. doz.. | 48 | **.555** | .64 | .63 | ..... | ..... | ..... | ..... | 30 |

*a* Per dozen.
*b* No. 40.
*c* Per pound of 8 spools.
*d* No. 50.
*e* Per 100 balls.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS, ETC.

| Number. | CLASS No. 12. AGRICULTURAL IMPLEMENTS, ETC. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | Ernest N. Kullman. | George C. Morgan, jr. | William Butterworth. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Chicago. | | | All points. | |
| 1 | Augers, post-hole, 9-inch .....No.. | 32 | ..... | .36 | ..... | ..... | ..... |
| 2 | Axle grease (2 dozen boxes in case).....doz.. | 660 | .95 | .31 | .50 | ..... | ..... |
| 3 | | | | .32 | | | |
| 4 | Bags, grain, seamless, 2½-bushel, not less than 12 pounds per dozen ..... | (*) | | | | | |
| | Corn planters: | | | | | | |
| 5 | Hand .....No.. | 2 | ..... | .45 | ..... | ..... | ..... |
| 6 | 2-horse .....do... | 5 | ..... | ..... | ..... | 27.50 | ..... |
| 7 | Cornshellers, hand, medium size.....do... | 7 | ..... | 4.40 | ..... | ..... | ..... |
| 8 | | | | 4.60 | | | |
| 9 | Cradles, grain, 4-finger, with scythes, packed in cases .....No.. | 5 | ..... | 1.68 | ..... | ..... | ..... |
| | Cultivators: | | | | | | |
| 10 | 1-horse, iron frame, 5-inch blade, with wheel .....No.. | 3 | ..... | ..... | ..... | 3.30 | ..... |
| 11 | Riding, 2-horse.....do... | 13 | ..... | ..... | ..... | 19.50 | 20.00 |
| 12 | Diggers, post-hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles .....No.. | 47 | ..... | .40 | ..... | ..... | ..... |
| 13 | | | | .42 | | | |
| 14 | Drills, grain, 2-horse .....No.. | (*) | ..... | ..... | ..... | ..... | ..... |
| 15 | Feed cutters.....do... | (†) | ..... | ..... | ..... | ..... | ..... |
| | Forks, hay, c. s.: | | | | | | |
| 16 | 3 oval tines, 5½-foot handles, packed in cases .....doz.. | 31 | ..... | 2.47 | ..... | ..... | ..... |
| 17 | | | | | | | |
| 18 | 4 oval tines, 5½-foot handles, packed in cases .....doz.. | 44 | ..... | 3.33 | ..... | ..... | ..... |
| 19 | | | | | | | |
| 20 | Forks, manure, c. s., 5 oval tines, long handles, strapped ferrule, packed in cases, doz..... | 33 | ..... | 6.17 | ..... | ..... | ..... |
| 21 | | | | 6.00 | | | |
| | Handles: | | | | | | |
| 22 | Ax, 36-inch, hickory, "extra," turned (samples of 1 dozen required), packed in cases.....doz.. | 265 | 1.00 | .99 | ..... | ..... | ..... |
| 23 | | | | 1.22 | | | |
| 24 | | | | 1.13 | | | |
| 25 | | | | 1.05 | | | |
| 26 | Hayfork, 5½-foot (samples of 1 dozen required), packed in cases .....doz.. | 47 | ..... | .66 | ..... | ..... | ..... |
| 27 | Pick, 36-inch, No. 1 (samples of 1 dozen required), packed in cases.....doz.. | 70 | ..... | 1.00 | ..... | ..... | ..... |
| 28 | | | | | | | |
| 29 | Plow, left-hand, straight, 1⅛ by 2½ inches by 5 feet.....doz.. | 32 | ..... | ..... | ..... | ..... | ..... |
| 30 | Plow, right-hand, double bend, for moldboard, 1⅛ by 2½ inches by 5 feet....doz.. | 22 | ..... | ..... | ..... | ..... | ..... |
| 31 | Shovel, long.....do... | 33 | ..... | 1.03 | ..... | ..... | ..... |
| 32 | Spade, D .....do... | 17 | ..... | 1.35 | ..... | ..... | ..... |
| 33 | Harrows, 60 teeth, ¼ by 8 inches, steel, with drawbar and clevises .....No.. | 128 | ..... | ..... | ..... | 7.90 | 8.50 |
| | Hoes: | | | | | | |
| 34 | Garden, solid shank, c. s., 6-inch ...doz.. | 98 | ..... | 1.96 | ..... | ..... | ..... |
| 35 | | | | 2.15 | | | |
| 36 | Grub, c. s., oval eye, No. 2 .....do... | 12 | ..... | 2.96 | ..... | ..... | ..... |
| | Knives: | | | | | | |
| 37 | Corn.....do... | 4 | ..... | 1.20 | ..... | ..... | ..... |
| 38 | | | | 1.60 | | | |
| 39 | Hay .....do... | 4 | ..... | 4.50 | ..... | ..... | ..... |
| 40 | | | | 4.40 | | | |

* No bid. † No award.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS, ETC.

| Frank C. Patten. | William T. Gormley. | Fred K. Maus. | James E. Baum. | William M. Glass. | William C. Jackson. | John H. Harberg. | Standard Oil Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago. | | | Omaha. | | Chicago. | Omaha. | Chicago. | |
| | | | | | | | | 1 |
| | | | | | | | *b* .35 | 2 |
| | | | | | | | *c* .35 | 3 |
| | | | | | | | | 4 |
| .60 | | | | | | | | 5 |
| | | | | | | | | 6 |
| 4.45 | | | | | | | | 7 |
| | | | | | | | | 8 |
| | | | | | | | | 9 |
| | | | | | | | | 10 |
| 17.00 | | | | | | | | 11 |
| | | | | | | | | 12 |
| | | | | | | | | 13 |
| | | | | | | | | 14 |
| 2.00 | | | | | | | | 15 |
| | 2.34 | | | *a* 2.95 | | | | 16 |
| | | | | *a* 3.40 | | | | 17 |
| | 3.18 | | | *a* 3.90 | | | | 18 |
| | | | | *a* 4.30 | | | | 19 |
| | 5.19 | | | *a* 5.60 | | | | 20 |
| | | | | *a* 6.00 | | | | 21 |
| | | 1.95 | 1.50 | *a* 1.28 | 2.25 | | | 22 |
| | | | | | 1.75 | | | 23 |
| | | | | | .90 | | | 24 |
| | | | | | | | | 25 |
| | | | | *a* 1.00 | | | | 26 |
| | | 1.10 | 1.10 | *a* 1.00 | 2.15 | 1.30 | | 27 |
| | | | | | 1.65 | | | 28 |
| | | .80 | | | | | | 29 |
| | | 1.10 | | | | | | 30 |
| | | | | *a* 1.20 | | 1.00 | | 31 |
| | | | | *a* 2.10 | | 2.00 | | 32 |
| | | | | | | | | 33 |
| | 2.15 | | | *a* 2.45 | | | | 34 |
| | | | | | | | | 35 |
| | | | | | | | | 36 |
| | | | | | | | | 37 |
| | | | | | | | | 38 |
| | | | | | | 4.68 | | 39 |
| | | | | | | 4.80 | | 40 |

*a* Quantity called for only. *b* Dark. *c* Light.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

| Number. | CLASS No. 12. AGRICULTURAL IMPLEMENTS, ETC.—continued. | Quantity awarded. | Frank Gould. | Manhattan Supply Co. | William T. Gormley. | Harry B. Lyford. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | | | |
| 1 | Lawn mowers, hand, 14-inch .....No.. | 31 | 1.82 | ..... | 1.94 | 1.625 |
| | Machines: | | | | | |
| 2 | Mowing, singletrees, doubletrees, and neck yoke complete, with 2 dozen extra sections .....No.. | 8 | ..... | a 19.80 | ..... | ..... |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | Thrashing, 10 horsepower, outfit consisting of 32-inch cylinder separator or less, geared for horsepower, complete with trucks, folding straw carrier at least 16 feet long, all small belts, wheat and oat riddles, feed tables, tongue, doubletrees, and neck yoke, 3 dozen extra cylinder teeth, monkey wrench, screw driver, belt punch, belt awl, oil can, tooth set and socket wrench, maul, and extra small pinion for gearing. One 10-horse mounted power, complete, with sweeps, tumbling rods, staking chains, etc., necessary to connect to and run above separator. Two extra sweeps.....No.. | (*) | ..... | ..... | ..... | ..... |
| 6 | Mattocks, ax, c. s.....doz.. | 17 | ..... | ..... | ..... | 3.80 |
| 7 | Picks, earth, steel-pointed, assorted, 5 to 6 pounds.No.. | 435 | ..... | ..... | ..... | .25 |
| | Plows: | | | | | |
| 8 | 8-inch, c. s., 1-horse, with extra share .....No.. | * | ..... | ..... | ..... | ..... |
| 9 | 10-inch, c. s., 2-horse, with extra share.....do... | 45 | ..... | ..... | ..... | ..... |
| 10 | 12-inch, c. s., 2-horse, with extra share.....do... | 132 | ..... | ..... | ..... | ..... |
| 11 | 14-inch, c. s., 2-horse, with extra share.....do... | 8 | ..... | ..... | ..... | ..... |
| 12 | "Breaker," 12-inch, with rolling coulter, gauge wheel, and extra share.....No.. | 21 | ..... | ..... | ..... | ..... |
| 13 | "Breaker," 14-inch, with rolling coulter, gauge wheel, and extra share.....No.. | 10 | ..... | ..... | ..... | ..... |
| 14 | Shovel, double.....do... | 13 | ..... | ..... | ..... | ..... |
| | Plow beams: | | | | | |
| 15 | For 10-inch plow, 5½ feet long.....do... | 17 | ..... | ..... | ..... | ..... |
| 16 | For 12-inch plow, 6 feet long .....do... | 80 | ..... | ..... | ..... | ..... |
| 17 | For 14-inch plow, 6½ feet long.....do... | 56 | ..... | ..... | ..... | ..... |
| 18 | For 12-inch "breaker" plow, 6½ feet long....do... | 33 | ..... | ..... | ..... | ..... |
| 19 | For 14-inch "breaker" plow, 7 feet long.....do... | 28 | ..... | ..... | ..... | ..... |
| | Pumps, iron: | | | | | |
| 20 | Lift, hand, fitted for 1¼-inch pipe, with cylinder attached.....No... | †17 | ..... | ..... | ..... | ..... |
| 21 | Lift and force, hand, fitted for 1¼-inch pipe, with cylinder attached .....No... | †40 | ..... | ..... | ..... | ..... |
| | Rakes,: | | | | | |
| 22 | Hay, sulky, not less than 20 teeth .....do... | 9 | ..... | ..... | ..... | ..... |
| 23 | | | | | | |
| 24 | Hay, wood, 12 teeth, 2 bows.....doz.. | 8 | ..... | ..... | ..... | .85 |
| 25 | Malleable iron, handled, 12 teeth .....do... | 75 | ..... | ..... | 1.61 | 1.39 |
| 26 | Scoops, grain, medium quality, No. 4, in bundles, extra tied .....No.. | 75 | ..... | ..... | .43 | .65½ |
| 27 | | | | | | .68 |
| 28 | | | | | | .61 |

*No award.
†No bid.
a $1 to be added if delivered at any place in Chicago other than warehouse.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS, ETC.—Continued.

| Robert M. Fair. | Frank C. Patten. | The Aultman & Taylor Machinery Co. | Harrison Machine Works. | M. Rumely Co. | Fred K. Maus. | George C. Morgan. | Charles A. Kimbark. | Josiah J. Parkhurst. | William Butterworth. | James E. Baum. | William M. Glass. | William C. Jackson. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | |
| Chicago. | | | St. Louis. | See below | Chicago. | All points. | Chicago. | | All points. | Omaha. | | Chicago. | Omaha. | |
| 1.75 | | | | | | | | | | | | | | 1 |
| | b25.00<br>b24.00<br>b22.50 | | | | | | | | | | | | | 2<br>3<br>4 |
| | | 425.00 | e384.00 | f521.00 | | | | | | | | | | 5 |
| | | | | | c4.22 | | | | | | d4.45 | 4.60 | 4.45 | 6 |
| | | | | | c3.29 | | | | | .29½ | b.29 | c3.65 | .27 | 7 |
| | | | | | | | | | 4.50 | | | | | 8 |
| | | | | | | 5.50 | | | 6.45 | | | | | 9 |
| | | | | | | 7.65 | | | 7.65 | | | | | 10 |
| | | | | | | 9.10 | | | 8.40 | | | | | 11 |
| | | | | | | 9.40 | | | 12.30 | | | | | 12 |
| | | | | | | 10.50 | | | 13.50 | | | | | 13 |
| | | | | | | 1.45 | | | 2.00 | | | | | 14 |
| | | | | | .50 | | .49 | .53 | | | | | | 15 |
| | | | | | .56 | | .55 | .63 | | | | | | 16 |
| | | | | | .70 | | .65 | .78 | | | | | | 17 |
| | | | | | .70 | | .70 | .85 | | | | | | 18 |
| | | | | | .80 | | .75 | 1.00 | | | | | | 19 |
| | | | | | | | | | | | | | | 20 |
| | | | | | | | | | | | | | | 21 |
| | 11.65 | | | | | 14.00<br>13.00 | | | | | | | | 22<br>23 |
| | | | | | | | | | | | d1.10 | | | 24 |
| | | | | | | | | | | | d1.45 | | 1.40 | 25 |
| | | | | | | | | | | | | | | 26<br>27<br>28 |

b *Only.* c Per dozen. d Per dozen *only.* e Outfit consisting of one 10-horse Dingee-Woodbury Power, complete, and one 28 by 41-inch Bellville Separator geared, together with all the extras as stated—price f. o. b. St. Louis, Mo. f f. o. b. Laporte, Ind.

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*Abstract of proposals received and contracts awarded at Chicago, Ill., under*

[NOTE—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS—Continued.

| Number. | CLASS No. 12. AGRICULTURAL IMPLEMENTS, ETC.—continued. | Quantity awarded. | William T. Gormley. | Harry B. Lyford. | T. F. Strong |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | | f. o. b. Omaha. |
| 1 | Scrapers, road, 2-horse.....No.. | 56 | 3.04 | 3.37 | 5.00 |
| 2 | | | | 3.52 | |
| 3 | | | | 3.64 | |
| 4 | | | | 3.79 | |
| | Scythes: | | | | |
| 5 | Brush, packed in cases.....doz.. | 5 | ..... | 4.00 | ..... |
| 6 | Grass, assorted, 36 to 40 inch, packed in cases.....do... | 10 | 4.20 | 3.75 | ..... |
| 7 | | | | 4.00 | |
| 8 | Weed, packed in cases.....do... | 5 | ..... | 4.00 | ..... |
| 9 | Scythe snaths.....do.. | 11 | ..... | 4.39 | ..... |
| 10 | Scythestones.....do... | 25 | ..... | .25 | ..... |
| 11 | | | | | |
| 12 | Seeders, broadcast, for 2-horse wagon.....No.. | †2 | ..... | ..... | ..... |
| 13 | Shovels, coal, D handle.....do... | 120 | ..... | .56¼ | ..... |
| 14 | | | | .35 | |
| | Shovels, steel, not less than 55 pounds per dozen, in bundles, extra tied: | | | | |
| 15 | Long-handled No. 2, round point.....No.. | 585 | ..... | .48 | ..... |
| 16 | | | | .50 | |
| 17 | | | | .50 | |
| 18 | | | | .52 | |
| 19 | D handle, No. 2, square point.....do... | 290 | .67 | .48 | ..... |
| 20 | | | | .50 | |
| 21 | | | | .50 | |
| 22 | | | | .52 | |
| 23 | Sickles, No. 3, grain.....do... | 35 | ..... | .13 | ..... |
| | Spades, steel, not less than 60 pounds per dozen, in bundles, extra tied: | | | | |
| 24 | Long-handled, No. 3.....No.. | 130 | ..... | .50 | ..... |
| 25 | | | | .52 | |
| 26 | | | | .52 | |
| 27 | | | | .54 | |
| 28 | D handle, No. 3.....do... | 197 | ..... | .50 | ..... |
| 29 | | | | .52 | |
| 30 | | | | .52 | |
| 31 | | | | .54 | |
| 32 | Swamp (or bush) hooks, handled.....do... | 12 | ..... | .44 | ..... |
| 33 | Twine, binder.....lbs.. | 6,215 | ..... | ..... | ..... |
| | Wheelbarrows, garden: | | | | |
| 34 | All iron.....No.. | 34 | ..... | 3.56 | ..... |
| 35 | | | | 4.30 | |
| 36 | Wood.....do... | 8 | ..... | 2.10 | ..... |

†No bid.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

| James E. Baum. | Josiah J. Parkhurst. | William M. Glass. | Frank Gould. | Manhattan Supply Co. | William C. Jackson. | Number. |
|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | |
| Omaha. | Chicago. | Omaha. | Chicago. | | | |
| 4.00 | 5.75 | | | | | 1 |
| | | | | | | 2 |
| | | | | | | 3 |
| | | | | | | 4 |
| | | a4.35 | | | | 5 |
| | | a4.70 | | | | 6 |
| | | | | | | 7 |
| | | a4.50 | | | | 8 |
| | | a5.75 | | | | 9 |
| | | a.28 | | | | 10 |
| | | a.65 | | | | 11 |
| | | | | | | 12 |
| | | a.45 | | | .53 | 13 |
| | | | | | | 14 |
| | | a.60 | | | .64 | 15 |
| | | | | | .58 | 16 |
| | | | | | | 17 |
| | | | | | | 18 |
| | | a.60 | | | .64 | 19 |
| | | | | | .58 | 20 |
| | | | | | | 21 |
| | | | | | | 22 |
| | | | | | | 23 |
| | | a.62 | | | .66 | 24 |
| | | | | | .60 | 25 |
| | | | | | | 26 |
| | | | | | | 27 |
| | | a.62 | | | .66 | 28 |
| | | | | | .60 | 29 |
| | | | | | | 30 |
| | | | | | | 31 |
| | | | | | | 32 |
| | | | .115 | .1147 | | 33 |
| | | | | | | 34 |
| | | | | | | 35 |
| | | | 2.05 | | | 36 |

a Quantity called for only.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*

[Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES.

| Number. | CLASS No. 13. WAGONS AND WAGON FIXTURES. | Quantity awarded. | Fred K. Maus. Chicago. | James E. Baum. Omaha. | Charles A. Klimbark. Chicago. | Josiah J. Parkhurst. Chicago. | Fred A. Curtis. Chicago. | Number. |
|---|---|---|---|---|---|---|---|---|
| | Axletrees, hickory, wagon, narrow track: | | | | | | | |
| 1 | 2½ by 3½.....No.. | 2 | .33 | ..... | **.30** | .55 | .30 | 1 |
| 2 | 2½ by 3½.....do... | 14 | .33 | ..... | **.30** | .60 | .30 | 2 |
| 3 | 2½ by 3½.....do... | 28 | .40 | .60 | **.36** | .60 | .36 | 3 |
| 4 | 3 by 4.....do... | 85 | .45 | .65 | **.42** | .65 | .45 | 4 |
| 5 | 3½ by 4½.....do... | 72 | .52 | .70 | **.49** | .70 | .48 | 5 |
| 6 | 3½ by 4½.....do... | 58 | .60 | .90 | **.55** | .75 | .54 | 6 |
| 7 | 4 by 5.....do... | 20 | .64 | ..... | **.60** | .90 | .60 | 7 |
| 8 | 4½ by 5½.....do... | 1 | .85 | ..... | .75 | 1.25 | .78 | 8 |
| | Axletrees, hickory, wagon, wide track: | | | | | | | |
| 9 | 2½ by 3½.....do... | 23 | .33 | ..... | **.30** | .55 | .30 | 9 |
| 10 | 2½ by 3½.....do... | 15 | .33 | ..... | **.30** | .60 | .30 | 10 |
| 11 | 2½ by 3½.....do... | 21 | .40 | ..... | **.36** | .60 | .36 | 11 |
| 12 | 3 by 4.....do... | 88 | .45 | ..... | **.42** | .65 | .42 | 12 |
| 13 | 3½ by 4½.....do... | 37 | .52 | ..... | **.49** | .70 | .48 | 13 |
| 14 | 3½ by 4½.....do... | 80 | .60 | ..... | **.55** | .75 | .54 | 14 |
| 15 | 4 by 5.....do... | 6 | .64 | ..... | **.60** | .90 | .60 | 15 |
| 16 | 4½ by 5½.....do... | 20 | .85 | ..... | **.75** | 1.25 | .78 | 16 |
| | Bolsters, oak, wagon, front, narrow track: | | | | | | | |
| 17 | 2½ by 3½.....do... | 16 | .22 | ..... | **.20** | .33 | .20 | 17 |
| 18 | 2½ by 4½.....do... | 54 | .26 | .35 | **.24** | .40 | .23 | 18 |
| 19 | 3 by 4½.....do... | 100 | .38 | .40 | **.36** | .50 | .34 | 19 |
| 20 | 3½ by 5.....do... | 80 | .45 | .45 | **.42** | .55 | .38 | 20 |
| | Bolsters, oak, wagon, front, wide track: | | | | | | | |
| 21 | 2½ by 3½.....do... | 5 | .24 | ..... | **.24** | .38 | .21 | 21 |
| 22 | 2½ by 4½.....do... | 26 | .29 | ..... | **.26** | .45 | .25 | 22 |
| 23 | 3 by 4½.....do... | 81 | .42 | ..... | **.40** | .60 | .36 | 23 |
| 24 | 3½ by 5.....do... | 52 | .47 | ..... | **.45** | .65 | .44 | 24 |
| | Bolsters, oak, wagon, rear, narrow track: | | | | | | | |
| 25 | 2½ by 3.....do... | 16 | .20 | ..... | **.20** | .30 | .18 | 25 |
| 26 | 2½ by 3½.....do... | 68 | .26 | ..... | **.24** | .35 | .24 | 26 |
| 27 | 3 by 4.....do... | 108 | .28 | ..... | **.26** | .45 | .26 | 27 |
| 28 | 3½ by 4½.....do... | 82 | .39 | ..... | **.36** | .56 | .36 | 28 |
| | Bolsters, oak, wagon, rear, wide track: | | | | | | | |
| 29 | 2½ by 3.....do... | 2 | .25 | ..... | **.21** | .36 | .20 | 29 |
| 30 | 2½ by 3½.....do... | 18 | .25 | ..... | **.26** | .45 | .26 | 30 |
| 31 | 3 by 4.....do... | 52 | .32 | ..... | **.32** | .54 | .28 | 31 |
| 32 | 3½ by 4½.....do... | 44 | .41 | ..... | **.40** | .65 | .38 | 32 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES.

| Number. | CLASS No. 13. WAGONS AND WAGON FIXTURES.—continued. | Quantity awarded. | Fred K. Maus. | Harry B. Lyford. | Charles Wilhelm. | Josiah J. Parkhurst. | William C. Jackson. | James E. Baum. | Charles A. Kimbark. | Fred A. Curtis. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Chicago. | | | | | Omaha. | Chicago. | | |
| 1 | Bows, farm, wagon, round top, ⅝ by 1¼ inches, per set of 5.....sets.. | 31 | **48** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 |
| | Clevises: | | | | | | | | | | |
| 2 | 2 by 4½ inches, wrought iron, with self-fastening pin .....No.. | 1,000 | .04 | **a.037** | .04 | .055 | ..... | ..... | ..... | ..... | 2 |
| 3 | 2 by 5½ inches, wrought iron with key pin, No..... | 675 | .04 | **a.037** | ..... | .07½ | ..... | ..... | ..... | ..... | 3 |
| 4 | Clips, center, ½-inch ring, doz ..... | 45 | c.90 | **a.041** | .05½ | .095 | ..... | ..... | ..... | ..... | 4 |
| 5 | Covers, 29-inch, 10-ounce duck, free from sizing, 13 feet 9 inches long, 10 feet wide, full size, with draw-rope each end, and three tie-ropes (36 inches long) each side. Seams to be with the width and not lengthwise of the cover .....No.. | 163 | ..... | ..... | ..... | ..... | **3.60** | ..... | ..... | ..... | 5 |
| | Eveners, hickory, wagon: | | | | | | | | | | |
| 6 | Narrow track, 1¼ by 4 inches by 4 feet, full ironed, ends riveted, top and bottom plate at center, ¾-inch hole; stay chains and eyebolts....No.. | 403 | ..... | ..... | .32 | **b.47** | ..... | .60 1/16 | ..... | ..... | 6 |
| 7 | Wide track, same as above.....No.. | 390 | c1.75 | ..... | .32 | **b.52** | ..... | ..... | ..... | ..... | 7 |
| 8 | Plain, narrow track, 1¼ by 4 inches by 4 feet No..... | 278 | c1.75 | ..... | ..... | .19 | ..... | ..... | **.14** | .14 | 8 |
| 9 | Plain, wide track, 1¼ by 4 inches by 4 feet, No..... | 214 | c1.75 | ..... | ..... | .25 | ..... | ..... | **.14** | .14 | 9 |
| | Fellies, hickory, wagon, bent, XXX quality: | | | | | | | | | | |
| 10 | 1½ by 1½ inches...sets.. | 20 | ..... | ..... | ..... | 1.25 | ..... | ..... | **.75** | ..... | 10 |
| 11 | 1¾ by 1¾ inches...do... | 2 | ..... | ..... | ..... | 1.35 | ..... | ..... | **.87** | ..... | 11 |
| 12 | 1½ by 1½ inches...do... | 9 | ..... | ..... | ..... | 1.60 | ..... | ..... | **.99** | ..... | 12 |
| 13 | 1¾ by 1¾ inches...do... | 6 | ..... | ..... | ..... | 1.75 | ..... | ..... | **1.14** | ..... | 13 |
| 14 | 1¾ by 1¾ inches...do... | 3 | ..... | ..... | ..... | 1.90 | ..... | ..... | **1.32** | ..... | 14 |
| 15 | 2 by 2 inches.....do... | 24 | ..... | ..... | ..... | 2.60 | ..... | ..... | **1.71** | ..... | 15 |
| | White oak, wagon, bent: | | | | | | | | | | |
| 16 | 1¾ by 2 inches....sets.. | 49 | 1.35 | ..... | ..... | 1.85 | ..... | ..... | **1.20** | ..... | 16 |
| 17 | 2 by 2½ inches....do... | 21 | 1.75 | ..... | ..... | 2.40 | ..... | ..... | **1.57** | ..... | 17 |
| 18 | 2½ by 2½ inches...do... | 5 | 2.20 | ..... | ..... | 3.30 | ..... | ..... | **2.12** | ..... | 18 |
| | Fellies, white oak, wagon, sawed true to circle and size, faced: | | | | | | | | | | |
| 19 | 1¾ by 2½ inches, cased. sets ..... | 235 | 1.20 | ..... | ..... | 1.65 | ..... | 1.40 | **1.20** | 1.08 | 19 |
| 20 | 1¾ by 2½ inches, cased, sets ..... | 83 | 1.30 | ..... | ..... | 1.75 | ..... | 1.50 | **1.30** | 1.20 | 20 |
| 21 | 1¾ by 2½ inches, cased, sets ..... | 33 | 1.45 | ..... | ..... | 2.00 | ..... | ..... | **1.35** | 1.32 | 21 |
| 22 | 2½ by 3 inches, cased, sets ..... | 38 | 2.30 | ..... | ..... | 3.00 | ..... | ..... | **2.25** | 2.10 | 22 |
| 23 | Hooks and ferrules, single-tree, 1¼ inch.....No.. | 745 | .03 | **.0295** | .03½ | .031 | ..... | .03½ | ..... | ..... | 23 |

a Per pound. b Chains welded to eyes, or, loose, as preferred. c Per dozen.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

| Number. | CLASS No. 13. WAGONS AND WAGON FIXTURES—continued. | Quantity awarded. | Fred K. Maus. | Charles A. Kimbark. | Josiah J. Parkhurst. | Fred A. Curtis. | Edward L. Kuhns. | William H. Weber. | Frank C. Patten. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | | | | All points. | Chicago. | | |
| | Hounds, white oak, wagon: | | | | | | | | | |
| 1 | Front, 3 pieces, side pieces 48 inches long, 1¼ inches thick, 2 inches wide; front and rear ends 2¾ inches wide, 18 inches from front end. Sway bar 48 inches long, 1¾ inches thick, 2 inches wide the whole length, cased, sets | 192 | .38 | **.38** | a.90 | .36 | ..... | ..... | ..... | 1 |
| 2 | Pole, 2 pieces, 34 inches long, 1¾ inches thick, 2¼ inches wide at rear end of curve, tapering to 2¼ inches wide at rear end, 2¾ inches wide, 13 inches from front end at front of curve, with usual shape and taper to front end, cased.....sets.. | 340 | .20 | **.20** | b.40 | .18 | ..... | ..... | ..... | 2 |
| 3 | Rear, 2 pieces, 48 inches long and 2 inches thick, 2¼ inches wide at front end, 2¾ inches wide at rear end, and 2¼ inches wide 11 inches from front end at curve, cased.....sets.. | 233 | .32 | **.31** | b.60 | .30 | ..... | ..... | ..... | 3 |
| | Hubs, white oak: | | | | | | | | | |
| 4 | 7½ by 9, cupped, crated.....sets.. | 17 | .75 | **.75** | ..... | ..... | ..... | ..... | ..... | 4 |
| 5 | 8 by 10.....do... | 61 | .82 | **.80** | ..... | ..... | ..... | ..... | ..... | 5 |
| 6 | 8½ by 11.....do... | 23 | 1.10 | **.90** | ..... | ..... | ..... | ..... | ..... | 6 |
| 7 | 9 by 12.....do... | 2 | 1.30 | **1.00** | ..... | ..... | ..... | ..... | ..... | 7 |
| 8 | 10 by 12.....do... | 13 | 2.00 | **1.25** | ..... | ..... | ..... | ..... | ..... | 8 |
| | Reaches, white oak, butt cut, tough, sliding: | | | | | | | | | |
| 9 | For 2½-inch wagon, 9 feet 6 inches long by 3½ by 1¾.....No.. | 355 | **.39** | .38 | .65 | .38 | ..... | ..... | ..... | 9 |
| 10 | For 3-inch wagon, 9 feet 6 inches long by 3½ by 1¾.....No.. | 330 | **.39** | .38 | .65 | .38 | ..... | ..... | ..... | 10 |
| 11 | For 3½-inch wagon, 9 feet 6 inches long by 3½ by 1¾.....No.. | 455 | **.39** | .38 | .65 | .38 | ..... | ..... | ..... | 11 |
| 12 | For 3½-inch wagon, 9 feet 6 inches long by 3½ by 1¾.....No.. | 800 | **.39** | .38 | .65 | .38 | ..... | ..... | ..... | 12 |
| | Skeins, wagon: | | | | | | | | | |
| 13 | 2½ by 7½ inches, not less than 34 pounds per set, packed in cases or barrels, sets | 15 | **1.12** | 1.18 | ..... | ..... | 1.06 | ..... | ..... | 13 |
| 14 | 2¾ by 8 inches, not less than 44 pounds per set.....sets.. | 13 | **1.31** | 1.38 | ..... | ..... | 1.12 | ..... | ..... | 14 |
| 15 | 3 by 9 inches, not less than 54 pounds per set.....sets.. | 24 | **1.50** | 1.59 | ..... | ..... | 1.43 | ..... | ..... | 15 |
| 16 | 3¼ by 10 inches, not less than 68 pounds per set.....sets.. | 51 | **1.87** | 1.96 | ..... | ..... | 1.78 | ..... | ..... | 16 |
| 17 | 3½ by 11 inches, not less than 82 pounds per set.....sets.. | 21 | **2.07** | 2.16 | ..... | ..... | 1.98 | ..... | ..... | 17 |
| 18 | Sleds, bob.....No.. | 5 | ..... | ..... | ..... | ..... | ..... | **11.50** | 9.50 | 18 |

a Per set of 3 pieces.
b Per set of 2 pieces.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

| Number. | CLASS No. 13. WAGONS AND WAGON FIXTURES—continued. | Quantity awarded. | Fred K. Maus. | Harry B. Lyford. | James E. Baum. | Tuthill Spring Co. | Charles A. Kimbark. | Josiah J. Parkhurst. | Fred A. Curtis. | William M. Glass. | Charles Wilhelm. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | | |
| | | | Chicago. | | Omaha. | Chicago. | | | | | | |
| 1 | Spokes, hickory, buggy, 1½-inch, "A select," bundled.....sets.. | 15 | 2.20 | ..... | ..... | ..... | **1.75** | d2.75 | ..... | ..... | ..... | 1 |
| | Spokes, wagon: | | | | | | | | | | | |
| 2 | 1½-inch, "B select," bundled.....sets.. | 14 | 1.50 | ..... | ..... | ..... | **1.25** | e1.69 | ..... | ..... | ..... | 2 |
| 3 | 1¾-inch, "B select," bundled.....sets.. | 15 | 1.50 | ..... | ..... | ..... | **1.25** | 1.69 | ..... | ..... | ..... | 3 |
| 4 | 2-inch, "B select," bundled.....sets.. | 135 | 1.60 | ..... | 1.35 | ..... | **1.30** | 1.94 | ..... | ..... | ..... | 4 |
| 5 | 2¼-inch, "B select," bundled.....sets.. | 195 | 1.60 | ..... | 1.55 | ..... | **1.40** | 2.19 | ..... | ..... | ..... | 5 |
| 6 | 2½-inch, "B select," bundled.....sets.. | 38 | 2.20 | ..... | 1.55 | ..... | **1.50** | 2.38 | ..... | ..... | ..... | 6 |
| 7 | 2¾-inch, "B select," bundled.....sets.. | 2 | 2.40 | ..... | ..... | ..... | **1.75** | 2.82 | ..... | ..... | ..... | 7 |
| 8 | 2¾-inch, "B select," bundled.....sets.. | 12 | 2.50 | ..... | ..... | ..... | **2.00** | 2.82 | ..... | ..... | ..... | 8 |
| 9 | 3-inch, "B select," bundled.....sets.. | 2 | 3.00 | ..... | ..... | ..... | **2.15** | 3.19 | ..... | ..... | ..... | 9 |
| 10 | 3¼-inch, "A select," bundled.....sets.. | 3 | 5.50 | ..... | ..... | ..... | **3.00** | 4.32 | ..... | ..... | ..... | 10 |
| 11 | 3½-inch, "A select," bundled.....sets.. | 5 | 6.00 | ..... | ..... | ..... | **3.25** | 4.82 | ..... | ..... | ..... | 11 |
| | Springs: | | | | | | | | | | | |
| 12 | For wagon seats, 2-leaf, 26 by 1½ inches, per pair.....No.. | 272 | .55 | .485 | c.60 | **.48** | ..... | ..... | ..... | .55 | ..... | 12 |
| 13 | Wagon, elliptic, per lb.....No.. | 36 | ..... | ..... | ..... | **.04½** | ..... | .055 | ..... | ..... | ..... | 13 |
| | Tongues, white oak, butt cut, tough: | | | | | | | | | | | |
| 14 | For 2¾-inch wagon, 11 feet long, 3¾ inches wide and 3½ inches thick at hounds, with gradual taper to 2 inches full round at front end, and back of hounds tapering to 2¼ inches square. No.. | 295 | **.76** | ..... | ..... | ..... | .72 | .84 | .70 | ..... | ..... | 14 |
| 15 | For 3-inch wagon, same as for 2¾-inch....No.. | 245 | **.76** | ..... | ..... | ..... | .72 | .84 | .70 | ..... | ..... | 15 |
| 16 | For 3¼-inch wagon, same as for 2¾-inch, No..... | 235 | **.76** | ..... | ..... | ..... | .72 | .84 | .70 | ..... | ..... | 16 |
| 17 | For 3½-inch wagon, same as for 2¾-inch, No..... | 145 | **.76** | ..... | ..... | ..... | .72 | .84 | .70 | ..... | ..... | 17 |
| | Whiffletrees, hickory, wagon, oval, 2½-inch center, 36 inches long: | | | | | | | | | | | |
| 18 | Full ironed, with wrought strap irons and hooks at ends and clamp iron with ringsat center, cased, No..... | 1,860 | a3.90 | ..... | .27 1/12 | ..... | ..... | .315 | ..... | ..... | **.27** | 18 |
| 19 | Plain, cased.....No.. | 665 | a.83 | ..... | .07 1/12 | ..... | **.06** | .079 | .065 | ..... | ..... | 19 |
| | Yokes, neck, hickory, wagon, 2½-inch center, 38 inches long: | | | | | | | | | | | |
| 20 | Full iron, cased...No.. | 740 | a4.20 | ..... | .33⅓ | ..... | ..... | .34 | ..... | ..... | **.30** | 20 |
| 21 | Plain, turned to shape and size, cased..No.. | 200 | a1.15 | ..... | .10 5/12 | ..... | **.095** | .10 | .09 | ..... | ..... | 21 |
| | *Additional articles.* | | | | | | | | | | | |
| 22 | Hounds, white oak, wagon, front, bent.....sets.. | 55 | b.45 | ..... | .53 | ..... | **.40** | ..... | ..... | ..... | ..... | 22 |

a Per dozen. b Each. c Per pair. d Per set of 60. e Per set of 52.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

WAGONS AND WAGON FIXTURES—Continued.

| Number. | CLASS No. 13. WAGONS AND WAGON FIXTURES—continued. [Prices of wagons must include body or box brake, evener, lower box, neck yoke, singletrees, stay chain, and tongue, and flat-iron strengthening bar under the whole length of axles.] | Quantity awarded. | Frank A. Herbst.† Points of delivery. Chicago. | St. Louis. | St. Paul. | Sioux City. |
|---|---|---|---|---|---|---|
| | Wagons:* | | | | | |
| 1 | 2⅞ by 8 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1¼ by $\frac{7}{16}$.....No.. | 12 | d 36.02 | d 35.61 | d 36.42 | d 37.00 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | 3 by 9 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1¼ by ½.....No.. | 118 | 37.71 | 37.26 | 37.88 | 38.72 |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | 3¼ by 10 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; square or coach, front hounds; tires 1¼ by ½.....No.. | 25 | 39.58 | 38.93 | 39.63 | 40.52 |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | 3½ by 11 inch thimble skein, complete, narrow track, 4 feet 8 inches. Hickory axletrees; square or coach, front hounds; tires 1¼ by ½.....No.. | 3 | 41.42 | 40.89 | 41.51 | 42.66 |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | 2⅞ by 8 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1¼ by $\frac{7}{16}$.....No.. | 112 | 36.02 | 35.61 | 36.42 | 37.00 |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | 3 by 9 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; bent, or square, or coach, front hounds; tires 1¼ by ½.....No.. | 32 | 37.71 | 37.26 | 37.88 | 38.72 |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | 3¼ by 10 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; square or coach, front hounds; tires 1¼ by ½.....No.. | 5 | 39.58 | 38.93 | 39.63 | 40.52 |
| 20 | | | | | | |
| 21 | | | | | | |
| 22 | 3½ by 11 inch thimble skein, complete, wide track, 5 feet 2 inches. Hickory axletrees; square or coach, front hounds; tires 1¼ by ½.....No.. | 11 | 41.42 | 40.89 | 41.51 | 42.66 |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | Bows..... | ..... | ..... | ..... | ..... | ..... |
| 26 | Spring seats..... | ..... | c 1.90 | c 1.90 | c 1.90 | c 1.90 |
| 27 | Top boxes..... | ..... | a 2.30 | a 2.30 | a 2.30 | a 2.30 |
| 28 | | | b 2.55 | b 2.55 | b 2.55 | b 2.55 |

*Sizes of bodies to be as follows:

| Wagon. | Length. | | Lower box. | Upper box. |
|---|---|---|---|---|
| *Inch.* | *Feet.* | *Inch.* | *Inch.* | *Inch.* |
| 2⅞ | 10 | 6 | 12 | 8 |
| 3 | 10 | 6 | 14 | 8 |
| 3¼ | 10 | 6 | 14 | 10 |
| 3½ | 10 | 6 | 16 | 10 |

All boxes to have bow staples.

Wagons to have one priming coat and two heavy coats of paint before varnishing, and to be subject to two inspections; first, in the white, when ready for painting; second, when painted and ready for shipment.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

| Frank A. Herbst.† | | Milburn Wagon Co. | | Edward L. Kuhns.‡ | | | | Haskell Institute. | |
|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | Number. |
| Omaha. | Kansas City. | Chicago. | San Francisco. | Chicago. | Kansas City. | New York City. | San Francisco. | Kansas City. | |
| *d* | *d* | *k* | *l* | | | | | | |
| 36.68 | 36.68 | *e* 37.20<br>*f* 42.11<br>*g* 42.51 | *m* 52.06 | **32.94** | **35.25** | 34.61 | 41.99<br>*p* **45.44** | ..... | 1<br>2<br>3 |
| 38.37 | **38.37** | *e* 39.76<br>*f* 44.67<br>*g* 45.44 | 56.31 | **36.52** | 39.32 | 38.42 | 47.02<br>*p* **53.63** | *q* **40.00** | 4<br>5<br>6 |
| 40.15 | **40.15** | *e* 42.67<br>*f* 47.58<br>*g* 48.35 | 59.90 | **39.34** | 42.52 | 41.53 | 50.99<br>*p* **58.19** | *r* **40.00** | 7<br>8<br>9 |
| 42.25 | 42.25 | *h* 44.50<br>*i* 49.41<br>*j* 50.33 | *n* 63.13 | 45.78 | 49.40 | 48.28 | 59.08<br>*p* **67.08** | ..... | 10<br>11<br>12 |
| 36.68 | 36.68 | *e* 37.20<br>*f* 42.11<br>*g* 42.51 | *m* 52.06 | **32.94** | **35.25** | 34.61 | 41.99<br>*p* **45.44** | ..... | 13<br>14<br>15 |
| 38.37 | **38.37** | *e* 39.76<br>*f* 44.67<br>*g* 45.44 | 56.31 | **36.52** | 39.32 | 38.42 | 47.02<br>*p* **53.63** | ..... | 16<br>17<br>18 |
| 40.15 | **40.15** | *e* 42.67<br>*f* 47.58<br>*g* 48.35 | 59.90 | **39.34** | 42.52 | 41.53 | 50.99<br>*p* **58.19** | ..... | 19<br>20<br>21 |
| 42.25 | 42.25 | *h* 44.50<br>*i* 49.41<br>*j* 50.33 | *n* 63.13 | 45.78 | 49.40 | 48.28 | 59.08<br>*p* **67.08** | ..... | 22<br>23<br>24 |
| ..... | ..... | .40 | .50 | **.40** | **.40** | .40 | **.50** | ..... | 25 |
| *c* 1.90 | *c* **1.90** | 1.74 | 2.05 | **1.63** | **1.63** | 1.63 | **1.88** | **2.50** | 26 |
| *a* 2.30 | *a* **2.30** | 2.07 | 2.58 | ..... | ..... | ..... | ..... | ..... | 27 |
| *b* 2.55 | *b* **2.55** | 2.37 | 2.97 | **2.14** | **2.14** | 2.14 | **2.49** | **3.50** | 28 |

*a* 8-inch. } Delivered with wagons only.
*b* 10-inch. }
*c* Delivered with wagons only.
*d* Is for 2¼ by 8¼, which is standard, and not on 2¼ by 8, which, measuring full size, might be called 2¼ by 8.
*e* Regular tire and box brake. }
*f* Regular tire and California brake. } Tire 1¼ by $\frac{7}{16}$.
*g* Heavy tire and California brake. }
*h* Regular tire and box brake. }
*i* Regular tire and California brake. } Tire 1¼ by ⅜.
*j* Heavy tire and California brake. }
*k* These bids are based on using dipped gears.
*l* Heavy tire and California brake.
*m* Tires 1¼ by $\frac{7}{16}$.
*n* Tires 1¼ by ⅜.
*p* To be equipped with Studebaker hooded steel skein, clipped gear, and California brake; adapted to Pacific coast climate.
*q* 2 wagons awarded to Haskell Institute.
*r* 20 wagons awarded to Haskell Institute.
† 31 wagons awarded to F. A. Herbst.
‡ 257 wagons awarded to E. L. Kuhns.

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*Abstracts of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

WAGONS AND WAGON FIXTURES—Continued.

| Number. | CLASS No. 13. WAGONS AND WAGON FIXTURES—cont'd. | Quantity awarded. | Frank A. Herbst. Points of delivery. Chicago. | St. Louis. | St. Paul. | Sioux City. | Omaha. | Kansas City. |
|---|---|---|---|---|---|---|---|---|
| | Bidders are requested to quote prices for wagons with California brakes; for wagons with clipped gear and California brakes, and also for wagons adapted to the Pacific coast climate, with California brakes, delivered at San Francisco. All wagons to be delivered in San Francisco for the Pacific coast must be provided with California brakes. Tires for western wagons with steel skein and clipped gear must be as follows: 2⅜ by 8¼, 1⅜ by ⅝; 3 by 9, 1¼ by ⅝; 3¼ by 10, 1⅜ by ⅝; 3½ by 11, 1⅜ by ⅝. Bids will also be considered for wagons with steel tubular axles of the following sizes, with and without self-oiling attachment, with body or box brakes; also with California brake, viz: | | | | | | | |
| 1 2 3 | 2⅜ by 8 inches | | | | | | | |
| 4 5 6 | 2⅜ by 9 inches | | | | | | | |
| 7 8 9 | 2⅜ by 10 inches | | | | | | | |
| 10 11 12 | 2⅜ by 11 inches | | | | | | | |
| | *Additional articles.* | | | | | | | |
| 13 | Wagons, running gear only, 2⅜ by 8, wide track ....No.. | 50 | a 27.78 | a 27.60 | a 28.00 | a 28.54 | a 28.32 | a 28.32 |

a Is for 2⅜ by 8¼, which is standard, and not on 2⅜ by 8, which, measuring full size, might be called 2⅜ by 8.

b Regular tire and box brake.
c Regular tire and California brake. } Without self-oiling attachment.
d Heavy tire and California brake.

e Without self-oiling attachment.

f Tires 1⅛ by 7/16.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

WAGONS AND WAGON FIXTURES—Continued.

| Milburn Wagon Co. | | Edward L. Kuhns. | | | | |
|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | Number. |
| Chicago. | San Francisco. | Chicago. | Kansas City. | New York City, | San Francisco. | |
| [b] [g] 40.78 | [e] 55.59 | ..... | ..... | ..... | ..... | 1 |
| [c] [g] 45.64 | | | | | | 2 |
| [d] [g] 46.04 | | | | | | 3 |
| [b] [h] 43.74 | [e] 60.29 | ..... | ..... | ..... | ..... | 4 |
| [c] [h] 48.65 | | | | | | 5 |
| [d] [h] 49.42 | | | | | | 5 |
| [b] [i] 47.32 | [e] 64.55 | ..... | ..... | ..... | ..... | 7 |
| [c] [i] 52.23 | | | | | | 8 |
| [d] [i] 53.00 | | | | | | 9 |
| [b] [j] 50.50 | [e] 69.13 | ..... | ..... | ..... | ..... | 10 |
| [c] [j] 55.41 | | | | | | 11 |
| [d] [j] 56.33 | | | | | | 12 |
| [f] 29.21 | ..... | **24.59** | **27.10** | 26.38 | 33.64 | 13 |

[g] 2 by 8 inches. [h] 2½ by 9 inches. [i] 2½ by 10 inches. [j] 2½ by 11 inches.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS. | Quantity awarded. | Harry B. Lyford. | Herbert D. Cutler. | Chicago Brush Co. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | Kansas City. | Chicago. |
| 1 | Borax.....lbs.. | **950** | .07¾ | **.08** | ..... |
| | Brushes: | | | | |
| 2 | Calcimine, all bristles, 7-inch.....No.. | **145** | 2.15 | 1.10 | 1.05 |
| 3 | | | .99 | | 1.10 |
| 4 | | | | | 1.24 |
| 5 | Marking, bristle, assorted..... doz.. | **27** | .16 | .18 | ..... |
| | Brushes, paint, round, all bristles: | | | | |
| 6 | No. ⅛, full size.....No.. | **75** | **.34** | .38 | .34 |
| 7 | | | | | .37 |
| 8 | No. ¾, full size.....do... | **60** | .63 | .58 | .52 |
| 9 | | | | | .57 |
| 10 | No. ⅝, full size.....do... | **100** | .79 | .85 | .78 |
| 11 | | | | | .83 |
| 12 | No. ⅞, full size.....do... | **72** | **1.17** | 1.20 | 1.15 |
| 13 | | | | | 1.38 |
| | Brushes, paint, all Chinese bristles, flat: | | | | |
| 14 | 3-inch.....do... | **180** | .25 | .23 | .15 |
| 15 | | | .19 | | .23 |
| 16 | 4-inch.....do... | **290** | .33 | .38 | .25 |
| 17 | | | .22 | | .38 |
| | Brushes: | | | | |
| 18 | All bristles, sash tools, No. 6.....do... | **150** | **.08½** | .09 | .08 |
| 19 | | | .07½ | .08 | .11 |
| 20 | | | | | .12 |
| 21 | Varnish, all bristles, No. 3, full size.....do... | **165** | .36 | .33 | .32 |
| 22 | | | **.30** | | .38 |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | Whitewash, all bristles, 8-inch block, with handle.....No.. | **130** | .25 | .65 | a 6.85 |
| 27 | | | .28 | | a 7.25 |
| 28 | | | .75 | | a 7.50 |
| 29 | | | 1.00 | | a 7.75 |
| 30 | | | 1.50 | | a 11.00 |
| 31 | | | | | a 15.00 |
| 32 | Coal tar.....galls.. | **225** | ..... | ..... | ..... |
| 33 | Gasoline (not less than 87 degrees gravity), in 5-gallon tin cans, cased, or in barrels. Prices requested for both styles of package.....galls.. | **18,095** | ..... | ..... | ..... |
| 34 | | | | | |

a Per dozen.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS.

| Meyer Bros. Drug Co. | Manhattan Supply Co. | Fred K. Maus. | H. M. Hooker Co. | Jodah J. Parkhurst. | Gorham B. Coffin. | John H. Harberg. | Abram L. Hirsh. | Richard W. Koenig. | Standard Oil Co. | |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | |
| St. Louis. | Chicago. | | | | | Omaha. | Not stated. | Omaha. | Chicago. | Number. |
| .085 | ..... | .08 | ..... | .095 | ..... | ..... | ..... | ..... | ..... | 1 |
| 1.17 | .94 | ..... | **2.09** | ..... | a 12.50 | 1.125 | ..... | ..... | ..... | 2 |
| | | | 1.58 | | | | | | | 3 |
| | | | 1.09 | | | | | | | 4 |
| .20 | **.19** | ..... | .16 | ..... | a .20 | .21 | ..... | ..... | ..... | 5 |
| .42 | .36 | ..... | .37 | ..... | a 4.34 | .41 | ..... | ..... | ..... | 6 |
| | | | | | | | | | | 7 |
| .64 | **.49** | ..... | .56 | ..... | a 6.84 | .55 | ..... | ..... | ..... | 8 |
| | | | | | | | | | | 9 |
| 1.00 | **.68** | ..... | .82 | ..... | a 9.98 | .68 | ..... | ..... | ..... | 10 |
| | | | | | | | | | | 11 |
| 1.50 | 1.19 | ..... | 1.16 | ..... | a 17.18 | 1.25 | ..... | ..... | ..... | 12 |
| | | | | | | | | | | 13 |
| .46 | .19 | ..... | .19 | ..... | a 2.64 | .19 | ..... | ..... | ..... | 14 |
| | | | **.23** | | | | | | | 15 |
| .73 | .33 | ..... | **.30** | ..... | a 4.81 | .31¼ | ..... | ..... | ..... | 16 |
| | | | .37 | | | | | | | 17 |
| .07 | .05 | ..... | .09 | ..... | a .55 | .07⅛ | ..... | ..... | ..... | 18 |
| | | | .085 | | | .16½ | | | | 19 |
| | | | | | | .02½ | | | | 20 |
| .18¼ | .24 | ..... | .30 | ..... | a 3.35 | .40 4/16 | ..... | ..... | ..... | 21 |
| | | | .29 | | | .25 4/16 | | | | 22 |
| | | | | | | .16 | | | | 23 |
| | | | | | | .125 | | | | 24 |
| | | | | | | .19 | | | | 25 |
| ..... | .59 | ..... | ..... | ..... | **a 7.83** | .48 | ..... | ..... | ..... | 26 |
| | | | | | | | | | | 27 |
| | | | | | | | | | | 28 |
| | | | | | | | | | | 29 |
| | | | | | | | | | | 30 |
| | | | | | | | | | | 31 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .27 | **.085** | ..... | 32 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **b .15** | 33 |
| | | | | | | | | | **c .18** | 34 |

b In wooden barrels. } Delivered in Chicago. Omaha delivery, 3 cents per gallon in car lots
c In 2 5-gallon cans, cased. } over Chicago bid.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS—continued. [All glass must be Eastern or New York classification, "A" quality.] | Quantity awarded. | William Sprague. | H. M. Hooker Co. | Midland Glass and Paint Co. | | Number. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Chicago. | | Omaha. | | |
| | Glass, window, single thickness: | | | | *Double.* | *Single.* | |
| 1 | 8 by 10.....boxes.. | **21** | **2.62** | 2.68 | 2.80 | **3.92** | 1 |
| 2 | 9 by 12.....do.... | **6** | **2.62** | 2.68 | 2.80 | **3.92** | 2 |
| 3 | 9 by 14.....do.... | **7** | **2.62** | 2.68 | 2.80 | **3.92** | 3 |
| 4 | 9 by 15.....box.. | * | 2.62 | 2.68 | 2.80 | **3.92** | 4 |
| 5 | 9 by 16.....boxes.. | **6** | **2.62** | 2.68 | 2.80 | **3.92** | 5 |
| 6 | 9 by 18.....do.... | **7** | **2.74** | 2.80 | 2.80 | **3.92** | 6 |
| 7 | 10 by 12.....do.... | **36** | **2.62** | 2.68 | 2.80 | **3.92** | 7 |
| 8 | 10 by 14.....do.... | **33** | **2.62** | 2.68 | 2.80 | **3.92** | 8 |
| 9 | 10 by 16.....do.... | **23** | **2.74** | 2.80 | 2.93 | **4.34** | 9 |
| 10 | 10 by 18.....do.... | **22** | **2.74** | 2.80 | 2.93 | **4.34** | 10 |
| 11 | 10 by 20.....do.... | **5** | **2.74** | 2.80 | 2.93 | **4.34** | 11 |
| 12 | 10 by 22.....do.... | **2** | **2.74** | 2.80 | 2.93 | **4.34** | 12 |
| 13 | 10 by 24.....do.... | **9** | **2.74** | 2.80 | 2.93 | **4.34** | 13 |
| 14 | 10 by 28.....do.... | **12** | **2.93** | 3.00 | 3.14 | **4.75** | 14 |
| 15 | 12 by 14.....do.... | **37** | **2.74** | 2.80 | 2.93 | **4.34** | 15 |
| 16 | 12 by 16.....do.... | **40** | **2.74** | 2.80 | 2.93 | **4.34** | 16 |
| 17 | 12 by 18.....do.... | **42** | **2.74** | 2.80 | 2.93 | **4.34** | 17 |
| 18 | 12 by 20.....do.... | **19** | **2.74** | 2.80 | 2.93 | **4.34** | 18 |
| 19 | 12 by 22.....do.... | **12** | **2.74** | 2.80 | 2.93 | **4.34** | 19 |
| 20 | 12 by 24.....do.... | **28** | **2.93** | 3.00 | 3.14 | **4.75** | 20 |
| 21 | 12 by 26.....do.... | **13** | **2.93** | 3.00 | 3.14 | **4.75** | 21 |
| 22 | 12 by 28.....do.... | **27** | **2.93** | 3.00 | 3.14 | **4.75** | 22 |
| 23 | 12 by 30.....do.... | **32** | **3.09** | 3.18 | 3.62 | **5.65** | 23 |
| 24 | 12 by 32.....do.... | **20** | **3.09** | 3.18 | 3.62 | **5.65** | 24 |
| 25 | 12 by 34.....do.... | **16** | **3.09** | 3.18 | 3.62 | **5.65** | 25 |
| 26 | 12 by 36.....do.... | **24** | **3.09** | 3.18 | 3.62 | **5.65** | 26 |
| 27 | 12 by 38.....do.... | **3** | **3.09** | 3.18 | 3.62 | **5.65** | 27 |
| 28 | 14 by 14.....do.... | **3** | **2.74** | 2.80 | 2.93 | **4.34** | 28 |
| 29 | 14 by 16.....do.... | **14** | **2.74** | 2.80 | 2.93 | **4.34** | 29 |
| 30 | 14 by 18.....do.... | **19** | **2.74** | 2.80 | 2.93 | **4.34** | 30 |
| 31 | 14 by 20.....do.... | **11** | **2.74** | 2.80 | 2.93 | **4.34** | 31 |
| 32 | 14 by 22.....do.... | **6** | **2.93** | 3.00 | 3.14 | **4.75** | 32 |
| 33 | 14 by 26.....do.... | **6** | **2.93** | 3.18 | 3.14 | **4.75** | 33 |
| 34 | 14 by 28.....do.... | **6** | **3.09** | 3.00 | 3.62 | **5.65** | 34 |
| 35 | 14 by 30.....do.... | **21** | **3.09** | 3.18 | 3.62 | **5.65** | 35 |
| 36 | 14 by 32.....do.... | **28** | **3.09** | 3.18 | 3.62 | **5.65** | 36 |
| 37 | 14 by 34.....do.... | **21** | **3.09** | 3.18 | 3.62 | **5.65** | 37 |

*No award. None wanted.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS—continued. [All glass must be Eastern or New York classification, "A" quality.] | Quantity awarded. | William Sprague. | H. M. Hooker Co. | Midland Glass and Paint Co. | | Number. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Chicago. | | Omaha. | | |
| | Glass, window, single thickness—Continued: | | | | *Double.* | *Single.* | |
| 1 | 14 by 36 ..... boxes.. | 23 | **3.09** | 3.18 | 3.62 | 5.65 | 1 |
| 2 | 14 by 38 ..... do .... | 12 | **3.18** | 3.28 | 3.73 | 5.79 | 2 |
| 3 | 14 by 42 ..... do .... | 2 | **3.37** | 3.48 | 3.96 | 5.93 | 3 |
| 4 | 15 by 18 ..... do .... | 4 | **2.74** | 2.80 | 2.93 | 4.34 | 4 |
| 5 | 15 by 20 ..... do .... | 6 | **2.93** | 3.00 | 3.14 | 4.75 | 5 |
| 6 | 15 by 24 ..... do .... | 3 | **2.93** | 3.00 | 3.14 | 4.75 | 6 |
| 7 | 15 by 26 ..... do .... | 4 | **3.09** | 3.93 | 3.62 | 5.65 | 7 |
| 8 | 15 by 28 ..... do .... | 15 | **3.09** | 3.93 | 3.62 | 5.65 | 8 |
| 9 | 15 by 32 ..... do .... | 29 | **3.09** | 3.93 | 3.62 | 5.65 | 9 |
| 10 | 15 by 34 ..... do .... | 15 | **3.09** | 3.93 | 3.62 | 5.65 | 10 |
| 11 | 15 by 36 ..... do .... | 15 | **3.18** | 3.28 | 3.73 | 5.79 | 11 |
| 12 | 15 by 40 ..... do .... | 21 | **3.37** | 3.63 | 3.96 | 5.93 | 12 |
| 13 | 16 by 18 ..... do .... | 8 | **2.74** | 2.80 | 2.93 | 4.34 | 13 |
| 14 | 16 by 20 ..... do .... | 4 | **2.93** | 3.00 | 3.14 | 4.75 | 14 |
| 15 | 16 by 22 ..... do .... | 7 | **2.93** | 3.00 | 3.14 | 4.75 | 15 |
| 16 | 16 by 24 ..... do .... | 12 | **2.93** | 3.00 | 3.14 | 4.75 | 16 |
| 17 | 16 by 26 ..... do .... | 2 | **3.09** | 3.18 | 3.62 | 5.65 | 17 |
| | Glass, window, double thickness: | | | | | | |
| 18 | 16 by 36 ..... do .... | 15 | **4.93** | 4.98 | 3.73 | 5.79 | 18 |
| 19 | 16 by 44 ..... do .... | 5 | **5.05** | 5.10 | 3.96 | 5.93 | 19 |
| 20 | 18 by 18 ..... do .... | 4 | **4.43** | 4.46 | 3.14 | 4.75 | 20 |
| 21 | 18 by 20 ..... do .... | 3 | **4.43** | 4.46 | 3.14 | 4.75 | 21 |
| 22 | 18 by 24 ..... do .... | 4 | **4.81** | 4.86 | 3.62 | 5.65 | 22 |
| 23 | 18 by 30 ..... do .... | 5 | **4.81** | 4.86 | 3.62 | 5.65 | 23 |
| 24 | 18 by 36 ..... do .... | 6 | **4.93** | 4.98 | 3.73 | 5.79 | 24 |
| 25 | 18 by 42 ..... box.. | 1 | **5.05** | 5.10 | 3.96 | 5.93 | 25 |
| 26 | 20 by 24 ..... boxes.. | 6 | **4.81** | 4.86 | 3.62 | 5.65 | 26 |
| 27 | 20 by 26 ..... do .... | 3 | **4.81** | 4.86 | 3.62 | 5.65 | 27 |
| 28 | 20 by 48 ..... do .... | 5 | **5.43** | 5.49 | 3.62 | 5.65 | 28 |
| 29 | 22 by 26 ..... do .... | 3 | **4.81** | 4.86 | 3.62 | 5.65 | 29 |
| 30 | 24 by 28 ..... do .... | 3 | **4.93** | 4.98 | 3.73 | 5.79 | 30 |
| 31 | 24 by 32 ..... do .... | 5 | **5.05** | 5.10 | 3.96 | 5.93 | 31 |
| 32 | 24 by 34 ..... do .... | 3 | **5.05** | 5.10 | 3.96 | 5.93 | 32 |
| 33 | 24 by 36 ..... do .... | 16 | **5.05** | 5.10 | 3.96 | 5.93 | 33 |
| 34 | 26 by 34 ..... do .... | 5 | **5.43** | 5.49 | 4.39 | 6.39 | 34 |
| 35 | 26 by 38 ..... do .... | 6 | **5.43** | 5.49 | 4.39 | 6.39 | 35 |
| 36 | 28 by 30 ..... box.. | 1 | **5.05** | 5.10 | 3.96 | 5.93 | 36 |
| 37 | 28 by 34 ..... boxes.. | 14 | **5.43** | 5.49 | 4.39 | 6.39 | 37 |
| 38 | 30 by 40 ..... do .... | 7 | **5.43** | 5.49 | 4.39 | 6.39 | 38 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS—continued. | Quantity awarded. | Harry B. Lyford. | Herbert D. Cutler. | William Sprague. | H. M. Hooker Co. | William T. Gormley. | William C. Jackson. | Armour & Co. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | Kansas City. | Chicago. | | | | See below. |
| 1 | Glazier's glass cutters.....No.. | 58 | 2.55 | 2.30 | 2.35 | 2.25 | ..... | ..... | ..... |
| 2 | | | **2.30** | | | | | | |
| 3 | | | .10 | | | | | | |
| 4 | | | .20 | | | | | | |
| 5 | Glazier's points .....papers.. | 468 | .025 | .05 | .05 | .05 | ..... | ..... | ..... |
| 6 | | | .025 | | | | | | |
| 7 | | | **.025** | | | | | | |
| | Glue: | | | | | | | | |
| 8 | Cabinetmaker's. .....lbs.. | 470 | .13¼ | .12 | ..... | .135 | ..... | ..... | [a] **.10** |
| 9 | | | | | | .125 | | | |
| 10 | Liquid, prepared, in cans. cased. qts.. | 165 | .50 | ..... | ..... | ..... | **.40** | ..... | ..... |
| 11 | Hard oil, light, in 1 and 5 gallon cans, cased.....galls.. | 565 | .78 | [b] .82 | ..... | .72 | ..... | ..... | ..... |
| 12 | | | | [c] .80 | | .62 | | | |
| 13 | Japan, house painters', in cans, cased, gallons..... | 280 | .38 | [b] .40 | ..... | .50 | ..... | ..... | ..... |
| 14 | | | | [c] .35 | | | | | |
| 15 | | | | | | | | | |
| | Lampblack: | | | | | | | | |
| 16 | In 1-pound papers .....lbs.. | 140 | **.08** | .085 | ..... | .08 5/16 | ..... | ..... | ..... |
| 17 | | | | | | | | | |
| 18 | Pure, in oil, good strength .....do... | 580 | .085 | .095 | ..... | .08 3/16 | ..... | ..... | ..... |
| 19 | | | | | | | | | |
| | Lead, not over 100 pounds in a keg or box: | | | | | | | | |
| 20 | Red, standard quality, dry.....lbs.. | 2,720 | **.056** | 5.50 | ..... | ..... | ..... | ..... | ..... |
| 21 | White, in oil, pure and best....do... | 61,450 | .056 | 5.50 | ..... | ..... | ..... | ..... | ..... |
| 22 | | | | | | | | | |
| 23 | | | | | | | | | |
| 24 | Oakum .....do... | 535 | ..... | ..... | ..... | ..... | ..... | **.10** | ..... |
| | Oil: | | | | | | | | |
| 25 | Cylinder, in cans, cased. Sample of at least 8 ounces required...galls.. | 1,445 | .20 | ..... | ..... | ..... | ..... | ..... | ..... |
| 26 | | | | | | | | | |
| 27 | Engine, in cans, cased. Sample of at least 8 ounces required...galls.. | 1,215 | .175 | ..... | ..... | ..... | ..... | ..... | ..... |
| 28 | | | | | | | | | |
| 29 | | | | | | | | | |
| 30 | Harness, in square cans, cased. Sample of at least 8 ounces required, gallons..... | 112 | .17½ | ..... | ..... | ..... | ..... | ..... | ..... |
| 31 | Kerosene, water white, flashing point above 115° F. by the standard instruments of the State boards of health of Michigan and New York, in 5-gallon tin cans, cased. Sample of 1 gallon required.....galls.. | 33,445 | ..... | ..... | ..... | ..... | ..... | ..... | ..... |
| 32 | Lard, good quality, in square cans, cased. Sample of at least 8 ounces required .....galls.. | 1,120 | .46 | ..... | ..... | ..... | ..... | ..... | [i] .78 |
| 33 | | | | | | | | | [j] .81 |
| 34 | | | | | | | | | [k] .79 |
| 35 | | | | | | | | | [l] .80 |
| 36 | Linseed, boiled, pure, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required .....galls.. | 4,900 | .69 | .68 | ..... | ..... | ..... | ..... | ..... |
| 37 | Linseed, raw, pure, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required .....galls.. | 1,080 | .68 | .67 | ..... | ..... | ..... | ..... | ..... |
| 38 | Lubricating, mineral, crude, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required.....galls.. | 1,660 | .14¼ | ..... | ..... | ..... | ..... | ..... | ..... |
| 39 | Sewing machine.....bottles.. | 1,240 | .02 | ..... | ..... | ..... | ..... | ..... | ..... |
| 40 | | | .025 | | | | | | |
| 41 | | | **.035** | | | | | | |

[a] F. o. b. all points.
[b] 1 gallon.
[c] 5 gallons.
[d] Per cwt.
[e] Germantown.
[f] 1 and 5 pound cans.
[g] 12¼ and 25 pound cans.
[h] Carters, per hundredweight.
} Bids on quantities called for *only*.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

| Meyer Bros. Drug Co. | Thomas Neal. | Alexander H. Levy. | Midland Glass and Paint Co. | Benjamin C. Chambers. | Standard Oil Co. | Gorham B. Coffin. | Swift & Co. | Thomas D. McClure. | William M. Glass. | Robert M. Fair. | Charles E. Field. | A. A. Eberson & Co. | J. J. Morsman. | Climax Refining Co. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | | |
| St. Louis | Chicago. | | Omaha. | Chicago. | | | | | Omaha. | Chicago. | Chic. or St. L. | St. L. | Chicago. | | Number. |
| | | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | | | 4 |
| | | | | | | .05 | | | | | | | | | 5 |
| | | | | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | | | | 7 |
| .13 | | | .12 | | | .15 | .12 | | | .125 | | | | | 8 |
| | | | | | | | | | | .165 | | | | | 9 |
| .50 | | | .50 | | | | | | | .46 | | | | | 10 |
| .85 | .79 | .78 | .80 | .63 | | b.80 | | | .925 | | | | | | 11 |
| | | | 1.00 | | | | | | | | | | | | 12 |
| .65 | .38 | | .60 | o.38 | | b.40 | | | 1.05 | | | | | | 13 |
| | | | .75 | | | | | | | | | | | | 14 |
| | | | .49 | | | | | | | | | | | | 15 |
| | | .075 | .06 | | | | | | e.09 | | | | | | 16 |
| | | | .08 | | | | | | | | | | | | 17 |
| | .089 | .095 | .14 | | | .085 | | | f.142 | | | | | | 18 |
| | | | | | | | | | g.13 | | | | | | 19 |
| .05½ | | | .05½ | | | .05½ | | | h5.875 | | d5.63 | | | | 20 |
| .05½ | d5.39 | | .05½ | | | .055 | | | h5.49 | | d5.63 | 4.99 | d5.25 | | 21 |
| | | | .05½ | | | | | | | | | | | | 22 |
| | | | .05½ | | | | | | | | | | | | 23 |
| | | | | | | | | | | | | | | | 24 |
| | | | | | o.195 | | | m.1930 | | | | | | .30 | 25 |
| | | | | | | | | | | | | | | .25 | 26 |
| | | | | | o.165 | | | m.1690 | | | | | | .24 | 27 |
| | | | | | | | | | | | | | | .23 | 28 |
| | | | | | | | | | | | | | | .22 | 29 |
| | | | | | o.17 | | | m.1680 | | | | | | .30 | 30 |
| | | | | | o.11 | | | n.1236 | | | | | | p.14 | 31 |
| | | | | | | | .88 | m.5465 | | | | | | p.90 | 32 |
| | | | | | | | | | | | | | | p.75 | 33 |
| | | | | | | | | | | | | | | p.65 | 34 |
| | | | | | | | | | | | | | | p.63 | 35 |
| .67 | | .735 | .66 | | | .72 | | | | | | | | | 36 |
| .66 | | .725 | .64 | | | .71 | | | | | | | | p.77 | 37 |
| | | | | | o.14 | | | m.1395 | | | | | | .16 | 38 |
| | | | | | | | | | | | | | | | 39 |
| | | | | | | | | | | | | | | | 40 |
| | | | | | | | | | | | | | | | 41 |

*i* F. o. b. Chicago. *j* F. o. b. New York. *k* F. o. b. St. Louis and St. Paul. *l* F. o. b. Sioux City, Omaha, and Kansas City. *m* In jacket cans. *n* Two 5-gallon cans, cased. *o* Delivery at Omaha in car lots, 3 cents per gallon over Chicago bid. *p Only* quantity called for.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS—continued. | Quantity awarded. | Harry B. Lyford. | Elias O. Olinghouse. | Herbert D. Cutler. | Meyer Bros. Drug Co. | Thomas Neal. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Chicago. | Omaha. | Kansas City. | St. Louis. | Chicago. |
| | Paints, etc.: | | | | | | |
| 1 | Chrome green, dry ....lbs.. | 105 | .04¼ | ..... | .045 | ..... | **.04¼** |
| 2 | Chrome green, in oil, in 1, 2, and 5 pound tins ....lbs.. | 860 | .07¾ | ..... | .095 | ..... | **.074** |
| 3 | Chrome yellow, dry ....do... | 125 | .04¾ | ..... | .05 | ..... | .05 |
| 4 | Chrome yellow, in oil, in 1, 2, and 5 pound tins ....lbs.. | 690 | .10 | ..... | .12 | ..... | .099 |
| 5 | English vermilion, in oil ....do... | 335 | .60 | ..... | .65 | ..... | .595 |
| 6 | Ivory, drop black, in oil ....do... | 510 | .08 | ..... | .095 | ..... | **.077** |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | Indian red, in japan, in 1, 2, and 5 pound tins ....lbs.. | 325 | **.13½** | ..... | ..... | ..... | .139 |
| 10 | Ocher, French, yellow, dry ....do... | 1,070 | .01½ | ..... | **.015** | ..... | ..... |
| 11 | Ocher, French, yellow, in oil, for tinting, in 1, 2, and 5 pound tins....lbs.. | 800 | .05¾ | ..... | .055 | ..... | **.054** |
| 12 | | | | | | | |
| 13 | Prussian blue, in oil, for tinting, in 1, 2, and 5 pound tins ....lbs.. | 400 | .185 | ..... | .21 | ..... | **.184** |
| 14 | Roof, red oxide, mineral, in 5-gallon cans, cased....galls.. | 5,400 | .375 | .40 | .40 | .50 | .379 |
| 15 | | | | .40 | | | |
| 16 | | | | | | | |
| 17 | | | | | | | |
| 18 | | | | | | | |
| 19 | Sienna, burnt, in oil, for tinting, in 1, 2, and 5 pound tins ....lbs.. | 210 | .08¼ | ..... | .09 | ..... | **.079** |
| 20 | Sienna, raw, in oil, for tinting, in 1, 2, and 5 pound tins ....lbs.. | 105 | .08¼ | ..... | .09 | ..... | .079 |
| 21 | Venetian red, for tinting, in 1, 2, and 5 pound tins....lbs.. | 745 | .05¾ | ..... | .055 | ..... | .054 |
| | Paper: | | | | | | |
| 22 | Building ....lbs.. | 15,300 | *e* **1.05** | ..... | ..... | ..... | ..... |
| 23 | | | | | | | |
| 24 | | | | | | | |
| 25 | | | | | | | |
| 26 | | | | | | | |
| 27 | Tarred, packed in crates, strapped ....do.. | 11,500 | .01¾ | ..... | ..... | ..... | ..... |
| 28 | | | | | | | |
| 29 | | | | | | | |
| 30 | Pitch ....lbs.. | 400 | ..... | ..... | ..... | ..... | ..... |
| 31 | Putty, in 5 and 10 pound tins, cased ....do... | 5,650 | .0265 | ..... | .03 | ..... | ..... |
| 32 | | | | | | | |
| 33 | Resin, common....do... | 360 | **.01½** | ..... | ..... | ..... | ..... |
| 34 | Stain, oak ....galls.. | 120 | .57 | ..... | ..... | .90 | .58 |
| 35 | Turpentine, in 1 and 5 gallon cans, cased..do... | 2,210 | ..... | ..... | ..... | .55 | ..... |
| 36 | Umber, burnt, in oil, ground, in 1 and 2 pound tins, cased....lbs.. | 630 | .08¼ | ..... | .08 | ..... | .079 |
| 37 | Varnish, coach, good quality, for interior use, gallons .... | 205 | *g* .68<br>*h* **.64** | ..... | .70 | 1.25 | .68 |
| 38 | Varnish, wagon, heavy durable body. Sample of at least 8 ounces required: | | | | | | |
| 39 | In 1-gallon cans, cased ....galls.. | 120 | **.94** | ..... | ..... | 1.75 | .94 |
| 40 | In 5-gallon cans, cased ....do.. | 13 | .90 | ..... | ..... | 2.50 | .89 |
| 41 | Whiting, extra, gilder's bolted ....lbs.. | 4,100 | **.007** | ..... | *e* .90 | ..... | ..... |

*a* 1, 2, and 5 pound cans.
*b* 12½-pound cans.
*c* 25-pound cans.
} *Only.*
*d Only.*
*e* Per cwt.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

| Alex. H. Levy. | H. M. Hooker Co. | Midland Glass and Paint Co. | Tom R. Wyles. | Gorham B. Coffin. | A. A. Eberson & Co. | W. M. Glass. | Isaac W. Carpenter. | Richard W. Koenig. | T. W. Bird & Son. | Abram L. Hirsh. | William C. Jackson. | Fred K. Maus. | Benjamin C. Chambers. | Standard Oil Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | | |
| Chicago. | | Omaha. | Chicago. | | St. Louis. | Omaha. | | | Chicago. | | | | | | |
| .04½ | .04½ | .04 | ..... | .04 | .... | *d* .07 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 1 |
| .07¾ | .075 | ..... | ..... | .07½ | .... | *d* .11¾ | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 2 |
| .05 | .05¼ | .06 | ..... | **.05** | .... | *d* .08¼ | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 3 |
| .105 | **11¼** | .15 | ..... | .095 | .... | *d* .185 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 4 |
| .60 | **.59** | .68 | ..... | .62 | .... | ..... | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 5 |
| .08¾ | ..... | .16 | ..... | .075 | .... | *a* .13½ | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 6 |
| | | | | | | *b* .12¾ | | | | | | | | | 7 |
| | | | | | | *c* .125 | | | | | | | | | 8 |
| .14 | .13¾ | .20 | ..... | .14 | .... | *d* .185 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 9 |
| .01¾ | .01⅛ | .00¾ | ..... | .02 | .... | *d* .015 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 10 |
| .054 | .05¾ | .09 | ..... | .05½ | .... | *a* .085 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 11 |
| | | | | | | *c* .065 | | | | | | | | | 12 |
| .19 | .23 | .28 | ..... | .18 | .... | *d* .37 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 13 |
| .45 | ..... | .50 | .375 | **.375** | .95 | ..... | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 14 |
| .385 | | | | | .77 | | | | | | | | | | 15 |
| | | | | | .64 | | | | | | | | | | 16 |
| | | | | | .50 | | | | | | | | | | 17 |
| | | | | | .35 | | | | | | | | | | 18 |
| .09 | ..... | .12 | ..... | .08 | .... | *d* .12¾ | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 19 |
| **.09** | ..... | .12 | ..... | .08 | .... | *d* .12¾ | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 20 |
| **.054** | .06 | .09 | ..... | .05½ | .... | *d* .085 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 21 |
| ..... | ..... | ..... | ..... | ..... | .... | ..... | 1.24 | *e* 1.625 | *f* .95 | ..... | .... | ..... | ..... | ..... | 22 |
| | | | | | | | 1.40 | | | | | | | | 23 |
| | | | | | | | 1.95 | | | | | | | | 24 |
| | | | | | | | 4.00 | | | | | | | | 25 |
| | | | | | | | 2.50 | | | | | | | | 26 |
| ..... | ..... | ..... | ..... | ..... | .... | ..... | 1.49 | *e* **1.40** | .... | ..... | .... | ..... | ..... | ..... | 27 |
| | | | | | | | 1.40 | *e* 1.40 | | | | | | | 28 |
| | | | | | | | | *e* 1.40 | | | | | | | 29 |
| ..... | ..... | ..... | ..... | ..... | .... | ..... | 1.00 | .01 | .... | **.02½** | .05 | ..... | ..... | ..... | 30 |
| ..... | **.025** | .03 | ..... | ..... | .... | ..... | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 31 |
| | | .03½ | | | | | | | | | | | | | 32 |
| ..... | ..... | ..... | ..... | ..... | .... | ..... | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 33 |
| .60 | .48 | **.90** | ..... | ..... | .... | ..... | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 34 |
| ..... | ..... | ..... | ..... | ..... | .... | ..... | ..... | ..... | .... | ..... | .... | ..... | ..... | *i* **.485** | 35 |
| .085 | ..... | .12 | ..... | **.075** | .... | *d* .12¾ | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 36 |
| ..... | .70 | .85 | ..... | .65 | .... | ..... | ..... | ..... | .... | ..... | .... | 1.50 | .68 | ..... | 37 |
| | | | | | | | | | | | | | | | 38 |
| ..... | .94 | 1.10 | ..... | .78 | .... | ..... | ..... | ..... | .... | ..... | .... | 2.00 | .94 | ..... | 39 |
| ..... | .94 | 1.05 | ..... | .78 | .... | ..... | ..... | ..... | .... | ..... | .... | 2.00 | **.90** | ..... | 40 |
| ..... | .01½ | .009 | ..... | ..... | .... | *e* .80 | ..... | ..... | .... | ..... | .... | ..... | ..... | ..... | 41 |

*f* Per roll of 500 square feet. Roll weight, 30 pounds, or 3¼ cents per pound. This is a waterproof paper.

*g* In 1-gallon cans. *h* In 5-gallon cans. *i* Chicago delivery; at Omaha, 3 cents per gallon more.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

NOTE.—Figures in large type denote rates

TIN AND STAMPED WARE, ETC.

| Number. | CLASS No. 15. TIN AND STAMPED WARE. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | Manhattan Supply Co. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | | |
| 1 | Boilers, wash, IX tin, flat copper bottom, sixe 21 by 11 by 13 inches, iron drop handles, riveted, No. 8 ....No.. | **560** | ..... | .70 | 1.09 |
| 2 | | | | .90 | |
| 3 | | | | 1.10 | |
| 4 | Buckets, water, galvanized iron, corrugated bottoms, 4-gallon, full size.....No.. | **1,845** | **.30** | .29 | .30 |
| 5 | | | | | .47 |
| 6 | Candlesticks, planished tin, 6-inch.....doz.. | **1 1/12** | ..... | **.45** | ..... |
| | Cans: | | | | |
| 7 | Kerosene, 1-gallon, common top .....do... | **23** | 1.45 | 1.40 | ..... |
| 8 | | | | | |
| 9 | Milk, all steel, 32-quart.....No.. | **56** | ..... | **1.55** | ..... |
| | Coffee boilers, full size, plain tin, riveted spout and handle: | | | | |
| 10 | 2-quart .....No.. | **110** | ..... | .18 | ..... |
| 11 | 4-quart .....do... | **180** | ..... | .20 | ..... |
| 12 | 6-quart .....do... | **190** | ..... | .32 | ..... |
| | Coffee mills: | | | | |
| 13 | Iron hopper box.....do... | **3** | **.30** | ..... | ..... |
| 14 | Side, No. 1.....do... | **3** | ..... | **.38** | ..... |
| 15 | With wheel, capacity of hopper 6 pounds.....do... | **3** | **15.34** | ..... | ..... |
| | Cups: | | | | |
| 16 | Pint, full size, stamped tin, retinned, riveted handle, dozen ..... | **74** | ..... | .45 | .60 |
| 17 | | | | .42 | |
| 18 | | | | .97 | |
| 19 | Quart, full size, stamped tin, retinned, riveted handle .....doz.. | **22** | ..... | 1.10 | 2.24 |
| 20 | Dippers, water, 1-quart, full size, long iron handles, riveted .....doz... | **47** | ..... | ..... | 1.20 |
| | Funnels, full size, plain tin: | | | | |
| 21 | 1-quart,.....do... | **12** | ..... | .70 | .50 |
| 22 | | | | .60 | |
| 23 | 2-quart .....do... | **5** | ..... | .90 | **.69** |
| 24 | | | | .80 | |
| | Kettles, wrought-steel hollow ware: | | | | |
| 25 | 8-quart .....No.. | **8** | ..... | .54 | ..... |
| 26 | | | | **.54** | |
| 27 | 12-quart .....do... | **10** | ..... | .63 | ..... |
| 28 | | | | **.63** | |
| 29 | 14-quart .....do... | **30** | ..... | .72 | ..... |
| 30 | | | | **.72** | |
| | Pails, water, heavy tin, retinned: | | | | |
| 31 | 10-quart .....do... | **471** | ..... | **e.24** | 48.60 |
| 32 | | | | | |
| 33 | 14-quart .....do... | **445** | ..... | **f.30** | 65.79 |
| 34 | | | | | |
| | Pans, bake, sheet iron: | | | | |
| 35 | 12 by 19.....do... | **165** | ..... | .84 | ..... |
| 36 | | | | **.25** | |
| 37 | 15 by 20.... .....do... | **195** | ..... | .90 | ..... |
| 38 | | | | **.33** | |
| | Pans, dish, full size, IX stamped tin, retinned: | | | | |
| 39 | 12-quart ..... .....do... | **345** | ..... | .25 | ..... |
| 40 | | | | .30 | |
| 41 | | | | **.34** | |
| 42 | 18-quart ..... .....do... | **605** | ..... | .34 | ..... |
| 43 | | | | .39 | |
| 44 | | | | **.44** | |
| 45 | Pans, dust, japanned, heavy .....doz... | **130** | .58 | **.55** | ..... |
| 46 | | | | 1.65 | |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.

TIN AND STAMPED WARE, ETC.

| Carlisle School. | Western Tinware Co. | William Geuder. | William M. Glass. | Herman C. Scharpf. | Number. |
|---|---|---|---|---|---|
| Point of delivery. | | | | | |
| As required. | Omaha. | Chicago. | Omaha. | Chicago. | |
| | | | | | 1 |
| | 1.05 | a 11.00 | | .95 | 2 |
| | .85 | a 14.00 | | .99 | 3 |
| | | | | | 4 |
| | | a 3.45 | | | 5 |
| | | a 4.00 | | | 6 |
| | | | | | 7 |
| | | a 1.30 | | | 8 |
| | | a 1.35 | | | 9 |
| | | 1.95 | | | 10 |
| .18 | | a 2.30 | | .18 | 11 |
| .21 | | a 3.25 | | .21 | 12 |
| c .28 | | a 3.60 | | c .28 | 13 |
| | | | | | 14 |
| | | | | | 15 |
| | | | | | 16 |
| d .50 | | d .50 | b .45 | | 17 |
| | | | | | 18 |
| 1.10 | | a .92 | b 1.10 | | 19 |
| | | a 1.10 | | | 20 |
| | | a .40 | | | 21 |
| | | | | | 22 |
| | | a .55 | | | 23 |
| | | | | | 24 |
| | | | | | 25 |
| | | | | | 26 |
| | | | | | 27 |
| | | | | | 28 |
| | | | | | 29 |
| | | | | | 30 |
| e .24 | | a 3.90 | b .28 | | 31 |
| | | a 4.10 | | | 32 |
| f .30 | | a 4.75 | b .32 | | 33 |
| | | a 5.00 | | | 34 |
| | | | | | 35 |
| | | | | | 36 |
| | | | | | 37 |
| | | | | | 38 |
| | | a 3.25 | | | 39 |
| | | | | | 40 |
| | | | | | 41 |
| | | a 4.00 | | | 42 |
| | | | | | 43 |
| | | | | | 44 |
| | | a .63 | | | 45 |
| | | | | | 46 |

a Per dozen. b Quantity called for *only*.
c 100 to Carlisle School; 90 to Herman C. Scharpf.
d 47 dozen to William Geuder; 27 dozen to Carlisle School.
e 150 to Carlisle School; 321 to Harry B. Lyford.
f 345 to H. B. Lyford; 100 to Carlisle School.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

| Number. | CLASS No. 15. TIN AND STAMPED WARE—continued. | Quantity awarded. | Harry B. Lyford. | Manhattan Supply Co. | Carlisle School. | William Gender. | Frank Gould. | William M. Glass. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | | As required. | Chicago. | | Omaha. | |
| 1 | Pans, fry, No. 4, wrought steel, polished, 8 inches across bottom .....No.. | **265** | .12 | | | | | | 1 |
| 2 | | | **.165** | | | | | | 2 |
| | Pans, tin, stamped tin, retinned: | | | | | | | | |
| 3 | 1-quart .....doz.. | **8** | **.48** | .52 | | *a*.40 | | | 3 |
| 4 | 2-quart.....do... | **40** | *d***.82** | .87 | *d***.82** | *a*.52 | | | 4 |
| 5 | 4-quart.....do... | **21** | *e***1.05** | 1.40 | *e***1.05** | *a*1.00 | | | 5 |
| 6 | 6-quart.....do... | **27** | *f***1.65** | 1.74 | *f***1.65** | *a*1.25 | | | 6 |
| 7 | | | 1.37 | | | | | | 7 |
| 8 | 8-quart.....do... | **22** | **1.83** | | | *a*1.50 | | | 8 |
| 9 | | | 1.56 | | | | | | 9 |
| | Plates, stamped tin: | | | | | | | | |
| 10 | 9-inch, baking, deep, jelly.....do... | **28** | .33 | .39 | | *a*.**35** | | | 10 |
| 11 | 9-inch, pie .....do... | **110** | **.27** | .32 | | *a*.32 | | | 11 |
| | Scoops, grocer's, hand: | | | | | | | | |
| 12 | No. 20.....No.. | **31** | **.10** | | | | | | 12 |
| 13 | No. 40.....do... | **45** | **.16** | | | | | | 13 |
| | Shears, tinner's: | | | | | | | | |
| 14 | Bench, No. 4, Wilcox's .....do... | **2** | **3.60** | | | | | | 14 |
| 15 | Hand, No. 7.....do... | **9** | **1.55** | | | | | | 15 |
| 16 | Hand, No. 9.....do... | **5** | **.93** | | | | | | 16 |
| 17 | Solder, medium quality .....lbs.. | **850** | .165 | | | | | *b*.16½ | 17 |
| 18 | | | .141 | | | | | *b*.175 | 18 |
| 19 | | | **.15½** | | | | | | 19 |
| 20 | | | .12 | | | | | | 20 |
| | Soldering irons: | | | | | | | | |
| 21 | 1½ pounds each, per pair.....pairs.. | **5** | **.54** | | | | | | 21 |
| 22 | 2 pounds each, per pair .....do... | **9** | **.72** | | | | | | 22 |
| | Spoons: | | | | | | | | |
| 23 | Basting, tinned iron, heavy ...doz.. | **20** | **.60** | .62 | | | .61 | | 23 |
| 24 | | | .70 | .74 | | | | | 24 |
| 25 | | | | .85 | | | | | 25 |
| 26 | Table, tinned iron, heavy .....do... | **200** | .185 | .26 | | | **.19** | | 26 |
| 27 | | | .20 | .20 | | | | | 27 |
| 28 | | | | .29 | | | | | 28 |
| 29 | Tea, tinned iron, heavy.....do... | **695** | .09¼ | .12 | | | **.095** | | 29 |
| 30 | | | .10 | .14 | | | | | 30 |
| 31 | | | | .10 | | | | | 31 |
| | Strainers: | | | | | | | | |
| 32 | Milk, IX tin, 12-inch .....No.. | **110** | **.11** | .32 | | | | | 32 |
| 33 | Vegetable, steel, large size.....do... | **31** | **.70** | | | | | | 33 |
| 34 | Teapots, planished tin, 4-pint, round, copper bottom .....No.. | **95** | **.21** | | | *a*2.35 | | | 34 |
| 35 | | | .11 | | | | | | 35 |
| | Tin, sheet, IC, charcoal, bright: | | | | | | | | |
| 36 | 10 by 14 inches .....boxes.. | **4** | **6.53** | | | | | | 36 |
| 37 | 12 by 12 inches.....do... | (*) | | | | | | | 37 |

* No bid.
*a* Per dozen.
*b* Quantity called for only.
*c* Per dozen *only*. No sample with this bid.
*d* 31 dozen to H. B. Lyford; 9 dozen to Carlisle School.
*e* 18 dozen to H. B. Lyford; 3 dozen to Carlisle School.
*f* 24 dozen to H. B. Lyford; 3 dozen to Carlisle School.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

| Number. | CLASS No. 15. TIN AND STAMPED WARE—continued. | Quantity awarded. | Harry B. Lyford. | Manhattan Supply Co. | William Geuder. | William M. Glass. | Frank Gould. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | Chicago. | | | Omaha. | Chicago. | |
| 1 | Tin, sheet, IC, charcoal, bright, 14 by 20 inches ....boxes.. | **17** | **6.53** | ..... | ..... | b 6.85 | ..... | 1 |
| | Tin, sheet, IX, charcoal, bright: | | | | | | | |
| 2 | 10 by 14 inches....do... | **4** | **7.94** | ..... | ..... | ..... | ..... | 2 |
| 3 | 12 by 24 inches....do... | (*) | ..... | ..... | ..... | ..... | ..... | 3 |
| 4 | 14 by 14 inches....do... | (*) | ..... | ..... | ..... | ..... | ..... | 4 |
| 5 | 14 by 20 inches....do... | **20** | **7.94** | ..... | ..... | b 8.25 | ..... | 5 |
| 6 | 14 by 60 inches, boiler....do... | **3** | **35.00** | ..... | ..... | ..... | ..... | 6 |
| 7 | Wash basins, stamped tin, flat bottom, retinned, 11 inches....doz.. | **110** | **1.00** | .72 | a 1.05 | ..... | ..... | 7 |
| 8 | | | 1.28 | .84 | | | | 8 |
| 9 | | | 1.46 | | | | | 9 |
| | Washtubs, galvanized-iron, with corrugated bottom, heavy wire in top and bottom rims, and heavy drop handles: | | | | | | | |
| 10 | 19½ inches in diameter by 10½ inches deep, inside measure....No.. | **135** | .42 | ..... | a 6.00 | b 4.75 | **.46** | 10 |
| 11 | | | .57 | | | | | 11 |
| 12 | 21½ inches in diameter by 10½ inches deep, inside measure....No.. | **220** | .46 | ..... | a 7.00 | b 5.25 | **.52** | 12 |
| 13 | | | .62 | | | | | 13 |
| 14 | 23½ inches in diameter by 10½ inches deep, inside measure....No.. | **265** | .52 | ..... | a 8.00 | b 6.00 | **.59** | 14 |
| 15 | | | .71 | | | | | 15 |
| 16 | Zinc, sheet, 36 by 84 inches, No. 9....lbs.. | **9,040** | **5.87** | ..... | ..... | c .06¾ | ..... | 16 |
| 17 | | | | | | d .06¾ | | 17 |
| 18 | | | | | | e .06¾ | | 18 |
| | *Additional articles.* | | | | | | | |
| | Tin, sheet, IC, charcoal: | | | | | | | |
| 19 | 12 by 24 inches.... | (*) | ..... | ..... | ..... | ..... | ..... | 19 |
| 20 | 13 by 26 inches.... | (*) | ..... | ..... | ..... | ..... | ..... | 20 |

* No bid.
a Per dozen.
b Quantity called for only.
c In 100 casks.
d In 200 and 300 casks.
e In 600 casks.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

STOVES, HOLLOW WARE, ETC.

| Number. | CLASS No. 16. STOVES, PIPES, HOLLOW WARE, ETC. | Quantity awarded. | Frank Gould. | Harry B. Lyford. | William T. Gormley. |
|---|---|---|---|---|---|
| | | | Chicago. | | |
| | Caldrons, iron, portable, with furnace: | | | | |
| 1 | 40 gallons actual capacity .....No.. | 18 | ..... | [d]17.50 | ..... |
| 2 | 90 gallons actual capacity.....do... | 8 | ..... | [d]22.00 | ..... |
| | Coal scuttles, galvanized: | | | | |
| 3 | 16-inch .....do... | 225 | ..... | .21 | ..... |
| 4 | | | | | |
| 5 | 20-inch .....do... | 190 | ..... | .33½ | ..... |
| | Dampers, stovepipe: | | | | |
| 6 | 6-inch .....do... | 280 | ..... | .05 | .05 |
| 7 | 7-inch .....do... | 15 | ..... | .06 | .07 |
| | Elbows, stovepipe, No. 26 iron, packed in cases: | | | | |
| 8 | Size 6-inch, 4 pieces .....do... | 700 | ..... | .065 | ..... |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | Size 7-inch, 4 pieces .....do... | 45 | ..... | .075 | ..... |
| 13 | | | | | |
| | Furnaces: | | | | |
| 14 | For 40-gallon portable caldrons .....do... | 2 | ..... | [d]11.55 | ..... |
| 15 | For 90-gallon portable caldrons .....do... | 3 | ..... | [d]14.30 | ..... |
| | Ovens, Dutch, cast-iron, deep pattern: | | | | |
| 16 | 10 inches diameter inside, crated .....do... | 2 | ..... | .36 | ..... |
| 17 | 15 inches diameter inside, crated .....do... | 3 | ..... | .85 | ..... |
| | Pipe, stove, patent: | | | | |
| 18 | 6-inch, No. 26 iron, cut, punched, and formed to shape; nested in bundles, crated .....joints.. | 4,000 | ..... | .105 | ..... |
| 19 | | | | .105 | |
| 20 | 7-inch, No. 26 iron, cut, punched, and formed to shape; nested in bundles, crated .....joints.. | 300 | ..... | .13 | ..... |
| 21 | | | | .13 | |
| 22 | Polish, stove.....doz.. | 105 | .42 | .40 | ..... |
| | Stoves, box, heating, wood: | | | | |
| 23 | 24 inches long, to weigh not less than 110 pounds, No ..... | 11 | ..... | ..... | ..... |
| 24 | 27 inches long, to weigh not less than 130 pounds, No ..... | 2 | ..... | ..... | ..... |
| 25 | 32 inches long, to weigh not less than 145 pounds, No ..... | 10 | ..... | ..... | ..... |
| 26 | 37 inches long, to weigh not less than 190 pounds, No ..... | 17 | ..... | ..... | ..... |

[a] Per dozen.
[b] Open funnel, *only*.
[c] *Only*.
[d] Made by D. R. Sperry & Co.
[e] In cases.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

STOVES, HOLLOW WARE, ETC.

| Edmond Raftery. | George D. Dana. | Lorenzo A. Bonnet. | Herman C. Scharpf. | William Gender. | Chauncy H. Castle. | William M. Glass. | Number. |
|---|---|---|---|---|---|---|---|
| All points. | | | Chicago. | | All points. | Omaha. | |
| | | | | | | | |
| ..... | ..... | ..... | 17.95 | ..... | ..... | ..... | 1 |
| ..... | ..... | ..... | 23.00 | ..... | ..... | ..... | 2 |
| ..... | ..... | ..... | ..... | a 3.00 | ..... | b. 24 | 3 |
| | | | | | | b. 29 | 4 |
| ..... | ..... | ..... | ..... | a 5.25 | ..... | b. 375 | 5 |
| | | | | | | | |
| ..... | ..... | ..... | ..... | ..... | ..... | c. 04½ | 6 |
| ..... | ..... | ..... | ..... | ..... | ..... | c. 06 | 7 |
| | | | | | | | |
| ..... | ..... | ..... | e. 06 | ..... | ..... | ..... | 8 |
| | | | e. 06½ | | | | 9 |
| | | | f. 05¾ | | | | 10 |
| | | | f. 06 | | | | 11 |
| ..... | ..... | ..... | e. 07 | ..... | ..... | ..... | 12 |
| | | | f. 06¾ | | | | 13 |
| | | | | | | | |
| ..... | ..... | ..... | 12.25 | ..... | ..... | ..... | 14 |
| ..... | ..... | ..... | 16.00 | ..... | ..... | ..... | 15 |
| | | | | | | | |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 16 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 17 |
| | | | | | | | |
| ..... | ..... | ..... | .085 | ..... | ..... | ..... | 18 |
| | | | .094 | | | | 19 |
| | | | | | | | |
| ..... | ..... | ..... | .105 | ..... | ..... | ..... | 20 |
| | | | .11½ | | | | 21 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 22 |
| | | | | | | | |
| 3.15 | 2.89 | g 3.50 | ..... | ..... | h 3.15 | ..... | 23 |
| 3.78 | 3.30 | g 3.75 | ..... | ..... | h 3.70 | ..... | 24 |
| 4.13 | 4.00 | g 4.50 | ..... | ..... | h 4.65 | ..... | 25 |
| 5.27 | 5.00 | g 5.50 | ..... | ..... | h 5.75 | ..... | 26 |

f In crates.
g If Chicago delivery 5 per cent less. Add 25 cents extra to prices if stoves are to be crated.
h {Deliverable at all points specified; all or any portion to either.
{5 per cent discount if Chicago delivery accepted on all awarded.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

| Number. | CLASS No. 16. STOVES, HOLLOW WARE, PIPE, ETC.—continued. | Quantity awarded. |
|---|---|---|
| | *Stoves, cooking, coal: | |
| 1 | 7-inch, with iron and tin, or wrought steel and tin furniture, complete; ovens not less than 16 by 16 by 10 inches; to weigh not less than 200 pounds without furniture ..... No.. | (†) |
| 2 | 8-inch, with iron and tin, or wrought steel and tin furniture, complete; ovens not less than 18 by 18 by 11 inches; to weigh not less than 240 pounds without furniture ..... No.. | 4 |
| 3 | 9-inch, with iron and tin, or wrought steel and tin furniture, complete; ovens not less than 19 by 19 by 12 inches; to weigh not less than 280 pounds without furniture ..... No.. | 10 |
| | *Stoves, cooking, wood: | |
| 4 | 6-inch, with iron and tin, or wrought steel and tin furniture, complete; length of wood 20 inches; oven not less than 14 by 16 by 11 inches; to weigh not less than 180 pounds without furniture ..... No.. | 46 |
| 5 | 7-inch, with iron and tin, or wrought steel and tin furniture, complete; length of wood 22 inches; oven not less than 14 by 18 by 12 inches; to weigh not less than 225 pounds without furniture ..... No.. | (†) |
| 6 | 8-inch, with iron and tin, or wrought steel and tin furniture, complete; length of wood 24 inches; oven not less than 19 by 20 by 13 inches; to weigh not less than 270 pounds without furniture ..... No.. | 5 |
| 7 | 9-inch, with iron and tin, or wrought steel and tin furniture, complete; length of wood 26 inches; oven not less than 21 by 22 by 14 inches; to weigh not less than 310 pounds without furniture ..... No.. | 18 |
| | Stoves, heating, coal: | |
| 8 | 14-inch cylinder, to weigh not less than 135 pounds ..... do... | 37 |
| 9 | 16-inch cylinder, to weigh not less than 175 pounds ..... do... | 28 |
| | Stoves, heating, wood, sheet iron: | |
| 10 | 32-inch, with outside rods ..... do... | 10 |
| 11 | 37-inch, with outside rods ..... do... | 7 |
| | Stoves, heating: | |
| 12 | Coal, large size, 22-inch cylinder, to weigh not less than 375 pounds ..... do... | 19 |
| 13 | Combined coal and wood, 22 inches diameter, 24-inch heavy steel drum; to weigh not less than 285 pounds ..... No.. | 21 |
| | Stove, coal, laundry, for heating irons, as follows: | |
| 14 | Stove for 18 irons ..... do... | 1 |
| 15 | Stoves for 28 irons ..... do... | 4 |
| 16 | Stoves for 38 irons ..... do... | 6 |
| | Stoves, heating, hard coal, mounted, base burner: | |
| 17 | Fire pot about 12 by 14 inches ..... do... | 16 |
| 18 | Fire pot about 15 by 17 inches ..... do... | 17 |

*Furniture for 8-*inch* cook stove to consist of the following, viz: 1 iron or steel pot and cover; 1 iron or steel kettle and cover; 1 iron or steel spider; 1 tin steamer and cover; 1 wash boiler and cover, flat copper bottom, 21 by 11 by 13 inches, iron drop handles, riveted; 1 coffee boiler, 6-quart, flat copper bottom; 1 tin tea kettle, copper bottom, 8-inch; 1 tin water dipper, 2-quart; 2 square tin pans, 8½ by 12, 1 round pan, stamped *each* 1½ and 3 quarts; 2 iron or steel dripping pans, 12 by 16 inches, seamless. Furniture for other sizes of cook stoves to be in proportion. All tin furniture to be made of IX tin. Each stove must be accompanied by a joint of pipe, one end of which must fit the pipe collar and the other a 6-inch pipe.

NOTE.—The Department reserves the right to waive specifications as to weight and size of all stoves. The weights and sizes above specified are only approximate, and are given to show bidders about what is desired.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

STOVES, HOLLOW WARE, PIPE, ETC.—Continued.

| George D. Dana. | Edmond Raftery. | Lorenzo A. Bonnet. | Chauncy H. Castle. | John M. Dwyer. | Number. |
|---|---|---|---|---|---|
| Points of delivery. | | | | | |
| All points. | | | | | |
| 9.70 | 10.90 | a 10.49 | b 10.70 | 9.34 | 1 |
| **12.20** | 12.18 | a 11.49 | b 12.50 | 11.18 | 2 |
| **12.60** | 12.78 | a 13.49 | b 13.65 | 12.32 | 3 |
| **8.75** | ..... | ..... | b 9.15 | ..... | 4 |
| 9.50 | 9.97 | a 11.50 | b 10.50 | ..... | 5 |
| **10.90** | 11.45 | a 12.99 | b 12.00 | 12.82 | 6 |
| 12,89 | 12.95 | a 14.89 | b **14.40** | 13.32 | 7 |
| **4.60** | 4.65 | a 7.48 | b 5.20 | ..... | 8 |
| 5.48 | **6.10** | a 8.49 | b 6.15 | ..... | 9 |
| **9.50** | ..... | ..... | b 11.50 | ..... | 10 |
| **10.00** | ..... | ..... | b 11.50 | ..... | 11 |
| **10.50** | 13.50 | a 11.62 | b 12.00 | ..... | 12 |
| ..... | ..... | a 12.50 | b **16.00** | 17.24 | 13 |
| ..... | ..... | ..... | b **12.10** | ..... | 14 |
| ..... | ..... | ..... | b **14.30** | ..... | 15 |
| ..... | ..... | ..... | b **16.50** | ..... | 16 |
| **16.40** | 16.80 | a 16.49 | ..... | 15.49 | 17 |
| **18.92** | 19.80 | a 20.25 | ..... | 24.72 | 18 |

† None wanted.
a If Chicago delivery 5 per cent less. Add 25 cents extra to prices if stoves are to be crated.
b Deliverable at all points specified; all or any portion to either, 5 per cent discount if Chicago delivery accepted on all awarded.

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*Abstracts of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE.

| Number. | CLASS No. 17. HARDWARE. | Quantity awarded. | Roy C. Martin. | William T. Gormley. | Fred K. Maus. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | | |
| 1 | Adzes, c. s., house carpenter's, 4½-inch, square head.....No.. | 12 | ..... | ..... | ..... |
| 2 | Anvils, wrought-iron, steel face: | | | | |
| 3 | 100-pound, per pound .....do... | 1 | *.065 | ..... | .08 |
| 4 | 140-pound, per pound .....do... | 3 | *.065 | ..... | .08 |
| 5 | 200-pound, per pound .....do... | 2 | *.065 | ..... | .08 |
| | Augers, c. s., cut with nut: | | | | |
| 6 | 1-inch .....do... | 17 | ..... | ..... | ..... |
| 7 | 1¼-inch .....do... | 14 | ..... | ..... | ..... |
| 8 | 1½-inch .....do... | 14 | ..... | ..... | ..... |
| 9 | 2-inch .....do... | 19 | ..... | ..... | ..... |
| 10 | Augers, c. s., hollow, adjustable, to cut ⅝ to 1 inch .....do... | 20 | ..... | ..... | ..... |
| 11 | | | | | |
| 12 | | | | | |
| 13 | Axes, assorted, 3½ to 4½ pounds, Yankee pattern, inserted or overlaid steel.....doz.. | 166 | ..... | ..... | ..... |
| 14 | | | | | |
| 15 | | | | | |
| 16 | Axes, c. s.: | | | | |
| 17 | Broad, 12-inch cut, single bevel, steel head.....No.. | 10 | ..... | ..... | ..... |
| 18 | Hunter's, inserted or overlaid steel, handled .....do... | 192 | ..... | .29 | ..... |
| 19 | | | | | |
| 20 | Babbitt metal, medium quality.....lbs.. | 470 | ..... | ..... | .06 |
| 21 | | | | | |
| 22 | | | | | |
| 23 | Bellows, blacksmith's, 38-inch, standard .....No.. | 9 | ..... | ..... | 4.75 |
| | Bells: | | | | |
| 24 | Cow, wrought.....do... | 25 | ..... | ..... | ..... |
| 25 | | | | | |
| 26 | | | | | |
| 27 | Hand, No. 8, polished .....do... | 30 | ..... | ..... | ..... |
| 28 | School, with fixtures for hanging; bell to weigh 240 to 260 pounds.....No.. | 4 | ..... | ..... | ..... |
| 29 | | | | | |
| 30 | Bell to weigh 400 to 425 pounds .....do... | 2 | ..... | ..... | ..... |
| 31 | | | | | |
| | Belting, leather: | | | | |
| 32 | 1-inch.....feet.. | 60 | ..... | ..... | ..... |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |
| 36 | | | | | |
| 37 | 1½-inch .....do... | 290 | ..... | ..... | ..... |
| 38 | | | | | |
| 39 | | | | | |
| 40 | | | | | |
| 41 | | | | | |
| 42 | 1¾-inch .....do... | 150 | ..... | ..... | ..... |
| 43 | | | | | |
| 44 | | | | | |
| 45 | | | | | |
| 46 | | | | | |
| 47 | 2-inch .....do... | 370 | ..... | ..... | ..... |
| 48 | | | | | |
| 49 | | | | | |
| 50 | | | | | |
| 51 | | | | | |

* Bids on quantities called for *only*.

*a* For all.

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*advertisements of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE.

| William M. Glass. | Harry B. Lyford. | John H. Harberg. | Cincinnati Tool Co. | Jewell Belding Co. | Handian Buck Manufacturing Co. | David D. Slaight. | Joseph R. Lehner. | William D. Allen. | Frank B. McIlroy. | |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | |
| Omaha.* | Chicago. | Omaha. | All points. | | St. Louis. | Chicago, St. Louis, New York. | Omaha or Chicago. | Chicago. | | Number. |
| .90 | .65 | .90 | | | | | | | | 1 |
| | .85 | | | | | | | | | 2 |
| | .07 | | | | | | | | | 3 |
| | .07 | | | | | | | | | 4 |
| | .07 | | | | | | | | | 5 |
| .25 | .20 | .28 | | | | | | | | 6 |
| .30 | .235 | .27 | | | | | | | | 7 |
| .375 | .29 | .33⅓ | | | | | | | | 8 |
| .55 | .435 | .50 | | | | | | | | 9 |
| | .60 | | 2.50 | | | | | | | 10 |
| | | | 2.50 | | | | | | | 11 |
| | | | 2.50 | | | | | | | 12 |
| 5.65 | 4.40 | | | | | | | | | 13 |
| 6.00 | 4.95 | | | | | | | | | 14 |
| | 4.60 | | | | | | | | | 15 |
| | 5.25 | | | | | | | | | 16 |
| 1.44 | 1.27 | | | | | | | | | 17 |
| .425 | .29 | | | | | | | | | 18 |
| | .32 | | | | | | | | | 19 |
| .07 | .04¾ | .06 | | | | | | | | 20 |
| | .05¼ | .07½ | | | | | | | | 21 |
| | .06 | .065 | | | | | | | | 22 |
| | 4.72 | | | | | | | | | 23 |
| | .165 | | | | | | | | | 24 |
| | .12 | | | | | | | | | 25 |
| | .095 | | | | | | | | | 26 |
| .585 | .46 | .51½ | | | | | | | | 27 |
| | 19.00 | | | | | | | | | 28 |
| | 9.00 | | | | | | | | | 29 |
| | 34.20 | | | | | | | | | 30 |
| | 19.00 | | | | | | | | | 31 |
| | .042 | | | a 2.73 | .046 | .06 | .062 | .046 | .05 | 32 |
| | | | | | | | .056 | | | 33 |
| | | | | | | | .05 | | | 34 |
| | | | | | | | .047 | | | 35 |
| | | | | | | | .037 | | | 36 |
| | .072 | | | a 22.56 | .078 | .105 | .107 | .078 | .08½ | 37 |
| | | | | | | | .096 | | | 38 |
| | | | | | | | .085 | | | 39 |
| | | | | | | | .08 | | | 40 |
| | | | | | | | .063 | | | 41 |
| | .087 | | | a 14.10 | .094 | .126 | .128 | .094 | .10 | 42 |
| | | | | | | | .115 | | | 43 |
| | | | | | | | .103 | | | 44 |
| | | | | | | | .096 | | | 45 |
| | | | | | | | .077 | | | 46 |
| | .102 | | | a 40.76 | .11 | .148 | .15 | .11 | .115 | 47 |
| | | | | | | | .135 | | | 48 |
| | | | | | | | .12 | | | 49 |
| | | | | | | | .11¼ | | | 50 |
| | | | | | | | .09 | | | 51 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Jewell Belting Co. | Handlan Buck Manufacturing Co. | David D. Slaight. | John H. Brown. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | All points. | St. Louis. | Chicago, St. Louis, New York. | All points. |
| | Belting, leather—Continued. | | | | | |
| 1 | 2½-inch .....feet.. | **30** | a 4.19 | .143 | .19 | ..... |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | 3-inch.....do... | **285** | a 43.95 | .172 | .23 | ..... |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | 3½-inch.....do... | **30** | a 6.13 | .205 | .274 | ..... |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | 4-inch.....do... | **280** | a 65.34 | .234 | .314 | ..... |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | 4½-inch.....do... | b 5 | a 1.34 | .264 | .353 | ..... |
| 22 | | | | | | |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | 5-inch.....do... | **40** | a 11.80 | .295 | .393 | ..... |
| 27 | | | | | | |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | | | | | | |
| 31 | 6-inch.....do... | **315** | a 113.29 | .355 | .476 | ..... |
| 32 | | | | | | |
| 33 | | | | | | |
| 34 | | | | | | |
| 35 | | | | | | |
| 36 | 12-inch.....do... | **40** | a 28.78 | .71 | .95 | ..... |
| 37 | | | | | | |
| 38 | | | | | | |
| 39 | | | | | | |
| 40 | | | | | | |
| | Belting, rubber, 3-ply: | | | | | |
| 41 | 3-inch.....do... | **80** | a 5.62 | .055 | ..... | .09 |
| 42 | | | | .0575 | | |
| 43 | | | | **.075** | | |
| 44 | 4-inch.....do... | **550** | a 50.49 | .065 | ..... | .115 |
| 45 | | | | .0675 | | |
| 46 | | | | **.085** | | |
| 47 | 6-inch.....do... | **531** | a 74.56 | .1075 | ..... | .18 |
| 48 | | | | .115 | | |
| 49 | | | | **.145** | | |

a For all. b None wanted.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Joseph R. Lehmer. | Revere Rubber Co. | New York Belting and Packing Co. | William D. Allen. | Frank B. McIlroy. | Harry B. Lyford. | Number. |
|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | |
| Omaha or Chicago. | All points. | Chicago. | | | | |
| .195 | ..... | ..... | .143 | .15 | **.129** | 1 |
| .175 | | | | | | 2 |
| .157 | | | | | | 3 |
| .146 | | | | | | 4 |
| .116 | | | | | | 5 |
| .234 | ..... | ..... | .173 | .18 | **.159** | 6 |
| .211 | | | | | | 7 |
| .189 | | | | | | 8 |
| .176 | | | | | | 9 |
| .148 | | | | | | 10 |
| .278 | ..... | ..... | .205 | .22 | **.189** | 11 |
| .25 | | | | | | 12 |
| .225 | | | | | | 13 |
| .209 | | | | | | 14 |
| .167 | | | | | | 15 |
| .32 | ..... | ..... | .235 | .25 | **.216** | 16 |
| .287 | | | | | | 17 |
| .258 | | | | | | 18 |
| .238 | | | | | | 19 |
| .191 | | | | | | 20 |
| ..... | ..... | ..... | .265 | .29 | ..... | 21 |
| | | | | | | 22 |
| | | | | | | 23 |
| | | | | | | 24 |
| | | | | | | 25 |
| .399 | ..... | ..... | .295 | .32 | **.273** | 26 |
| .36 | | | | | | 27 |
| .323 | | | | | | 28 |
| .30 | | | | | | 29 |
| .24 | | | | | | 30 |
| .495 | ..... | ..... | .357 | .375 | **.33** | 31 |
| .435 | | | | | | 32 |
| .391 | | | | | | 33 |
| .363 | | | | | | 34 |
| .29 | | | | | | 35 |
| .968 | ..... | ..... | .86 | .79 | **.665** | 36 |
| .871 | | | | | | 37 |
| .783 | | | | | | 38 |
| .73 | | | | | | 39 |
| .58 | | | | | | 40 |
| .10 | [a] 6.24 | .09 | .052 | .075 | .078 | 41 |
| .068 | | | .078 | | .072 | 42 |
| | | | .09 | | | 43 |
| .13 | [a] 56.10 | .12 | .068 | .10 | .102 | 44 |
| .088 | | | .10 | | .094 | 45 |
| | | | .12 | | | 46 |
| .20 | [a] 82.83 | .18 | .104 | .16 | .156 | 47 |
| .135 | | | .156 | | .144 | 48 |
| | | | .18 | | | 49 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Jewell Belting Co. | Handlan Buck Mfg. Co. | William T. Gormley. | John A. Brown. | Charles A. Kimbark. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | All points. | St. Louis. | Chicago. | All points. | Chicago. |
| | Belting, rubber, 4-ply: | | | | | | |
| 1 | 8-inch ....feet.. | 280 | a 63.51 | .175 | ..... | .29 | ..... |
| 2 | | | | .18 | | | |
| 3 | | | | **.23** | | | |
| 4 | 10-inch ....feet.. | 50 | a 14.45 | .22 | ..... | .38 | ..... |
| 5 | | | | .28 | | | |
| 6 | | | | **.30** | | | |
| | Bits, auger, c. s., Jennings' pattern, extension lip: | | | | | | |
| 7 | ¼-inch ....doz.. | 16 | ..... | ..... | 1.29 | ..... | ..... |
| 8 | 5/16-inch ....do... | 17 | ..... | ..... | 1.49 | ..... | ..... |
| 9 | ⅜-inch ....do... | 17 | ..... | ..... | 1.64 | ..... | ..... |
| 10 | 7/16-inch ....do... | 12 | ..... | ..... | 1.69 | ..... | ..... |
| 11 | ½-inch ....do... | 9 | ..... | ..... | 1.74 | ..... | ..... |
| 12 | 9/16-inch ....do... | 7 | ..... | ..... | 1.86 | ..... | ..... |
| 13 | ⅝-inch ....do... | 10 | ..... | ..... | 1.96 | ..... | ..... |
| 14 | 11/16-inch ....do... | 7 | ..... | ..... | 2.19 | ..... | ..... |
| 15 | ¾-inch ....do... | 9 | ..... | ..... | 2.39 | ..... | ..... |
| 16 | 13/16-inch ....do... | 6 | ..... | ..... | 2.61 | ..... | ..... |
| 17 | ⅞-inch ....do... | 8 | ..... | ..... | 2.83 | ..... | ..... |
| 18 | 1-inch ....do... | 7 | ..... | ..... | 3.49 | ..... | ..... |
| | Bits, twist drill, for metal: | | | | | | |
| 19 | For brace, square shank, assorted, 1/16 to ½ inch, by 32ds ....sets.. | 51 | ..... | 1.05 | 1.24 | ..... | ..... |
| 20 | Straight shank, for lathe and machine chucks, assorted, ⅛ to ½ inch, by 32ds ....sets.. | 20 | ..... | 1.50 | 1 74 | ..... | ..... |
| 21 | Bits, gimlet, double-cut, or German pattern, assorted, ⅛ to ½ inch ....doz.. | 12 | ..... | ..... | ..... | ..... | ..... |
| 22 | | | | | | | |
| 23 | Bolt cutters ....No.. | 14 | ..... | ..... | ..... | ..... | ..... |
| 24 | | | | | | | |
| | Bolts, carriage, per 100: | | | | | | |
| 25 | ¼ by 1 ....do... | 2,475 | ..... | .33 | ..... | ..... | .342 |
| 26 | ¼ by 1½ ....do... | 3,925 | ..... | .33 | ..... | ..... | .342 |
| 27 | ¼ by 2 ....do... | 4,700 | ..... | .35 | ..... | ..... | .37 |
| 28 | ¼ by 2½ ....do... | 3,600 | ..... | .38 | ..... | ..... | .397 |
| 29 | ¼ by 3 ....do... | 3,175 | ..... | .40 | ..... | ..... | .424 |
| 30 | ¼ by 3½ ....do... | 1,600 | ..... | .42 | ..... | ..... | .451 |
| 31 | ¼ by 4 ....do... | 2,225 | ..... | .46 | ..... | ..... | .479 |
| 32 | ⅜ by 1½ ....do... | 2,425 | ..... | .53 | ..... | ..... | .547 |
| 33 | ⅜ by 2 ....do... | 2,825 | ..... | .58 | ..... | ..... | .602 |
| 34 | ⅜ by 2½ ....do... | 3,100 | ..... | .63 | ..... | ..... | .657 |
| 35 | ⅜ by 3 ....do... | 3,300 | ..... | .69 | ..... | ..... | .711 |
| 36 | ⅜ by 4 ....do... | 4,000 | ..... | .79 | ..... | ..... | .821 |
| 37 | ⅜ by 5 ....do... | 2,750 | ..... | .90 | ..... | ..... | .93 |
| 38 | ⅜ by 6 ....do... | 2,075 | ..... | 1.00 | ..... | ..... | 1.04 |

* Bids on quantities called for *only*.

a For all.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Joseph R. Lehner. | Revere Rubber Co. | New York Belting Co. | Walter A. Peterson. | Cincinnati Tool Co. | William D. Allen. | | Frank B. McIlroy. | William M. Glass.* | John H. Harberg. | Harry B. Lyford. | | | Fred K. Maus. | Robert M. Fair. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | | |
| Omaha or Chicago. | All points. | Chicago. | Chicago or Omaha. | All points. | Chicago. | | | Omaha. | | Chicago. | | | | | Number. |
| .823 | a 70.56 | .30 | ..... | ..... | .168 | .22 | ..... | ..... | ..... | .252 | ..... | ..... | ..... | ..... | 1 |
| .22 | | | | | .25 | | | | | .234 | | | | | 2 |
| | | | | | .29 | | | | | | | | | | 3 |
| .411 | a 16.05 | .38 | ..... | ..... | .214 | .28 | ..... | ..... | ..... | .32 | ..... | ..... | ..... | ..... | 4 |
| .279 | | | | | .32 | | | | | .295 | | | | | 5 |
| | | | | | .37 | | | | | | | | | | 6 |
| ..... | ..... | ..... | .90 | ..... | ..... | ..... | 1.08 | 1.26 | **.89** | .97 | .83 | ..... | ..... | | 7 |
| ..... | ..... | ..... | 1.02 | ..... | ..... | ..... | 1.26 | 1.25 | **1.01** | .97 | .83 | ..... | ..... | | 8 |
| ..... | ..... | ..... | 1.14 | ..... | ..... | ..... | 1.37 | 1.35 | **1.13** | 1.04 | .89 | ..... | ..... | | 9 |
| ..... | ..... | ..... | 1.32 | ..... | ..... | ..... | 1.59 | 1.35 | **1.31** | 1.04 | .89 | ..... | ..... | | 10 |
| ..... | ..... | ..... | 1.44 | ..... | ..... | ..... | 1.73 | 1.44 | **1.43** | 1.11 | .95 | ..... | ..... | | 11 |
| ..... | ..... | ..... | 1.56 | ..... | ..... | ..... | 1.88 | 1.53 | **1.55** | 1.18 | 1.00 | ..... | ..... | | 12 |
| ..... | ..... | ..... | 1.68 | ..... | ..... | ..... | 2.02 | 1.62 | **1.67** | 1.24 | 1.04 | ..... | ..... | | 13 |
| ..... | ..... | ..... | 1.83 | ..... | ..... | ..... | 2.20 | 1.80 | **1.82** | 1.38 | 1.18 | ..... | ..... | | 14 |
| ..... | ..... | ..... | 1.98 | ..... | ..... | ..... | 2.38 | 1.98 | **1.97** | 1.53 | 1.30 | ..... | ..... | | 15 |
| ..... | ..... | ..... | 2.16 | ..... | ..... | ..... | 2.60 | 2.16 | **2.15** | 1.66 | 1.38 | ..... | ..... | | 16 |
| ..... | ..... | ..... | 2.34 | ..... | ..... | ..... | 2.81 | 2.34 | **2.33** | 1.80 | 1.57 | ..... | ..... | | 17 |
| ..... | ..... | ..... | 2.70 | ..... | ..... | ..... | 3.24 | 2.88 | **2.69** | 2.22 | 1.90 | ..... | ..... | | 18 |
| ..... | ..... | ..... | ..... | 1.11 | ..... | ..... | ..... | 1.20 | 1.07 | **.97** | ..... | ..... | ..... | | 19 |
| ..... | ..... | ..... | ..... | 1.51 | ..... | ..... | ..... | ..... | **1.46** | ..... | ..... | ..... | ..... | | 20 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .40 | ..... | .30 | **.40** | ..... | ..... | ..... | | 21 |
| | | | | | | | .65 | | | | | | | | 22 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **2.50** | ..... | | 23 |
| | | | | | | | | | | | | 2.80 | | | 24 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .35 | .36 | **.30** | ..... | ..... | .34 | .30 | | 25 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .35 | .36 | **.30** | ..... | ..... | .34 | .30 | | 26 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .38 | .39 | **.32** | ..... | ..... | .37 | .333 | | 27 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .40 | .42 | **.34** | ..... | ..... | .40 | .347 | | 28 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .43 | .45 | **.37** | ..... | ..... | .42 | .371 | | 29 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .46 | .47 | **.39** | ..... | ..... | .45 | .395 | | 30 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .49 | .50 | .42 | ..... | ..... | .48 | **.419** | | 31 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .56 | .57 | .48 | ..... | ..... | .55 | **.479** | | 32 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .61 | .63 | **.52** | ..... | ..... | .60 | .535 | | 33 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .67 | .69 | **.57** | ..... | ..... | .66 | .575 | | 34 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .73 | .75 | **.62** | ..... | ..... | .71 | .62½ | | 35 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .84 | .86 | **.71** | ..... | ..... | .82 | ..... | | 36 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .95 | .98 | **.81** | ..... | ..... | .93 | ..... | | 37 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1.06 | 1.09 | **.91** | ..... | ..... | 1.04 | ..... | | 38 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan Buck Manufacturing Co. | William T. Gormley. | Fred. K. Maus. | Charles A. Kimbark. | William M. Glass. | Harry B. Lyford. | John H. Harberts. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | St. Louis. | Chicago. | | | Omaha.* | Chicago. | Omaha. | |
| | Bolts, carriage, per 100: | | | | | | | | | |
| 1 | ½ by 4 .....No.. | **1,450** | 1.20 | ..... | 1.25 | 1.252 | 1.28 | **1.10** | 1.32 | 1 |
| 2 | ½ by 5.....do... | **750** | 1.36 | ..... | 1.40 | 1.402 | 1.43 | **1.23** | 1.48 | 2 |
| 3 | ½ by 6.....do... | **910** | 1.50 | ..... | 1.55 | 1.553 | 1.59 | **1.36** | 1.63 | 3 |
| 4 | ½ by 7.....do... | **625** | 1.65 | ..... | 1.70 | 1.71 | 1.74 | **1.49** | 1.80 | 4 |
| 5 | ½ by 8.....do... | **650** | 1.80 | ..... | 1.85 | 1.854 | 1.90 | **1.62** | 1.95 | 5 |
| 6 | ½ by 9.....do... | **900** | 1.88 | ..... | 2.00 | 2.004 | 2.05 | **1.76** | 2.01 | 6 |
| 7 | ½ by 10.....do... | **1,375** | 2.02 | ..... | 2.15 | 2.155 | 2.20 | **1.89** | 2.26 | 7 |
| 8 | ½ by 11.....do... | **825** | 2.24 | ..... | 2.30 | 2.035 | 2.36 | **2.02** | 2.43 | 8 |
| 9 | ½ by 12.....do... | **1,525** | 2.38 | ..... | 2.45 | 2.455 | 2.51 | **2.15** | 2.60 | 9 |
| | Bolts, door, wrought-iron barrel: | | | | | | | | | |
| 10 | 5-inch .....doz.. | **24** | ..... | .50 | ..... | ..... | .625 | .405 | .56 | 10 |
| 11 | | | | | | | | **.49** | | 11 |
| 12 | 8-inch .....do... | **13** | ..... | **1.08** | ..... | ..... | 1.65 | 1.12 | ..... | 12 |
| 13 | Bolts, shutter, wrought iron, 10-inch, doz..... | **2** | ..... | ..... | ..... | ..... | ..... | **1.34** | ..... | 13 |
| | Bolts, square head and nut, per 100: | | | | | | | | | |
| 14 | ¼ by 1 .....No.. | **1,610** | **.38** | ..... | .51 | .522 | .51 | .45 | .53 | 14 |
| 15 | ¼ by 1½.....do... | **1,325** | **.38** | ..... | .51 | .522 | .51 | .45 | .54 | 15 |
| 16 | ¼ by 2.....do... | **1,485** | .64 | ..... | .53 | .547 | .53 | **.47** | .55 | 16 |
| 17 | ¼ by 2½.....do... | **1.000** | .67 | ..... | .56 | .571 | .56 | **.49** | .59 | 17 |
| 18 | ¼ by 3.....do... | **1,135** | .70 | ..... | .58 | .596 | .58 | **.51** | .61 | 18 |
| 19 | ¼ by 3½.....do... | **600** | .73 | ..... | .60 | .62 | .61 | **.53** | .63 | 19 |
| 20 | 5/16 by 1.....do... | **585** | .72 | ..... | .60 | .614 | .60 | **.53** | .63 | 20 |
| 21 | 5/16 by 1½.....do... | **2.125** | .72 | ..... | .60 | .614 | .60 | **.53** | .63 | 21 |
| 22 | 5/16 by 2.....do... | **1,685** | .76 | ..... | .63 | .651 | .64 | **.56** | .65 | 22 |
| 23 | 5/16 by 2½.....do... | **2,225** | .80 | ..... | .67 | .688 | .67 | **.59** | .70 | 23 |
| 24 | 5/16 by 3.....do... | **1,860** | .85 | ..... | .70 | .725 | .71 | **.62** | .74 | 24 |
| 25 | 5/16 by 3½.....do... | **1,700** | .90 | ..... | .74 | .762 | .74 | **.65** | .78 | 25 |
| 26 | 5/16 by 4.....do... | **1,860** | .94 | ..... | .78 | .798 | .78 | **.68** | .81 | 26 |
| 27 | 5/16 by 4½.....do... | **1,525** | .98 | ..... | .81 | .835 | .82 | **.71** | .85 | 27 |
| 28 | 5/16 by 5.....do... | **1,235** | 1.00 | ..... | .85 | .872 | .85 | **.75** | .89 | 28 |
| 29 | ⅜ by 2.....do... | **1,125** | .92 | ..... | .71 | .786 | .77 | **.67** | .81 | 29 |
| 30 | ⅜ by 2½.....do... | **1,185** | .98 | ..... | .81 | .835 | .82 | **.71** | .85 | 30 |
| 31 | ⅜ by 3.....do... | **925** | 1.04 | ..... | .86 | .885 | .86 | **.76** | .90 | 31 |
| 32 | ⅜ by 3½.....do... | **1,110** | 1.09 | ..... | .91 | .934 | .91 | **.80** | .96 | 32 |
| 33 | ⅜ by 4.....do... | **950** | 1.16 | ..... | .96 | .983 | .96 | **.85** | 1.01 | 33 |
| 34 | ⅜ by 4½.....do... | **1,685** | 1.20 | ..... | 1.01 | 1.032 | 1.01 | **.89** | 1.08 | 34 |
| 35 | ⅜ by 5.....do... | **800** | 1.26 | ..... | 1.05 | 1.081 | 1.06 | **.93** | 1.11 | 35 |

* All bids on quantities called for *only*.

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*Abstract of proposals received and contracts awarded at Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan Buck Manufacturing Co. | Fred K. Maus. | Robert M. Fair. | Charles A. Kimbark. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | St. Louis. | Chicago. | | | Omaha.* | Chicago. | Omaha. | |
| | Bolts, square head and nut, per 100: | | | | | | | | | |
| 1 | ⅜ by 5½ ....No.. | **1,035** | 1.33 | 1.10 | ..... | 1.13 | 1.10 | **.97** | 1.16 | 1 |
| 2 | ⅜ by 6 ....do... | **500** | 1.38 | 1.15 | ..... | 1.18 | 1.15 | **1.01** | 1.21 | 2 |
| 3 | ⅜ by 6½ ....do... | **685** | 1.44 | 1.20 | ..... | 1.228 | 1.20 | **1.05** | 1.26 | 3 |
| 4 | ⅜ by 7 ....do... | **375** | 1.50 | 1.24 | ..... | 1.278 | 1.25 | **1.09** | 1.31 | 4 |
| 5 | ⅜ by 7½ ....do... | **660** | 1.55 | 1.29 | ..... | 1.327 | 1.30 | **1.14** | 1.36 | 5 |
| 6 | ⅜ by 8 ....do... | **775** | 1.61 | 1.34 | ..... | 1.376 | 1.34 | **1.18** | 1.41 | 6 |
| 7 | 7/16 by 3 ....do... | **1,210** | 1.23 | 1.02 | ..... | 1.044 | 1.02 | **.90** | 1.07 | 7 |
| 8 | 7/16 by 3½ ....do... | **875** | 1.30 | 1.08 | ..... | 1.106 | 1.08 | **.95** | 1.14 | 8 |
| 9 | 7/16 by 4 ....do... | **1,010** | 1.37 | 1.13 | ..... | 1.167 | 1.14 | **1.00** | 1.20 | 9 |
| 10 | 7/16 by 4½ ....do... | **725** | 1.44 | 1.20 | ..... | 1.229 | 1.20 | **1.05** | 1.26 | 10 |
| 11 | 7/16 by 5 ....do... | **710** | 1.52 | 1.26 | ..... | 1.29 | 1.26 | **1.11** | 1.32 | 11 |
| 12 | 7/16 by 6 ....do... | **175** | 1.66 | 1.38 | ..... | 1.413 | 1.38 | **1.19** | 1.45 | 12 |
| 13 | 7/16 by 7 ....do... | **110** | 1.80 | 1.50 | ..... | 1.536 | 1.50 | **1.32** | 1.58 | 13 |
| 14 | ½ by 3½ ....do... | **925** | 1.67 | 1.39 | ..... | 1.425 | 1.39 | **1.22** | 1.46 | 14 |
| 15 | ½ by 4 ....do... | **410** | 1.75 | 1.43 | ..... | 1.505 | 1.47 | **1.29** | 1.54 | 15 |
| 16 | ½ by 4½ ....do... | **675** | 1.86 | 1.54 | ..... | 1.585 | 1.55 | **1.36** | 1.62 | 16 |
| 17 | ½ by 5 ....do... | **410** | 1.95 | 1.62 | ..... | 1.665 | 1.63 | **1.43** | 1.70 | 17 |
| 18 | ½ by 5½ ....do... | **525** | 2.05 | 1.70 | ..... | 1.745 | 1.70 | **1.49** | 1.78 | 18 |
| 19 | ½ by 6 ....do... | **610** | 2.13 | 1.78 | ..... | 1.827 | 1.78 | **1.56** | 1.87 | 19 |
| 20 | ½ by 7 ....do... | **50** | 2.32 | 1.93 | ..... | 1.983 | 1.94 | **1.70** | 2.04 | 20 |
| 21 | ½ by 8 ....do... | **235** | 2.50 | 2.09 | ..... | 2.144 | 2.09 | **1.84** | 2.20 | 21 |
| 22 | ½ by 9 ....do... | **100** | 2.70 | 2.24 | ..... | 2.308 | 2.25 | **2.00** | 2.36 | 22 |
| 23 | ½ by 10 ....do... | **685** | 2.98 | 2.40 | ..... | 2.463 | 2.40 | **2.11** | 2.52 | 23 |
| | Bolts, tire, per 100: | | | | | | | | | |
| 24 | 5/16 by 1½ ....do... | **2,225** | ..... | .12 | .111 | .12 | .15 | **.105** | .12 | 24 |
| 25 | 5/16 by 1¾ ....do... | **3,400** | ..... | .13 | .12 | .13 | .16 | **.11** | .13 | 25 |
| 26 | 5/16 by 2 ....do... | **4,150** | ..... | .14 | .129 | .14 | .175 | **.12** | .14 | 26 |
| 27 | ¼ by 1½ ....do... | **1,375** | ..... | .19 | .17⅞ | .19 | .24 | .165 | **.16** | 27 |
| 28 | ¼ by 2 ....do... | **1,985** | ..... | .21 | .195 | .21 | .26 | .185 | **.18** | 28 |
| 29 | ¼ by 2½ ....do... | **1,550** | ..... | .23 | .21½ | .23 | .29 | .20 | **.20** | 29 |
| 30 | ¼ by 3 ....do... | **950** | ..... | .25 | .23½ | .25 | .31 | .22 | **.22** | 30 |
| 31 | 3/16 by 2 ....do... | **350** | ..... | .29 | .27½ | .294 | .37 | .26 | **.234** | 31 |
| 32 | 3/16 by 2½ ....do... | **350** | ..... | .32 | .29½ | .322 | .40 | .28 | **.26½** | 32 |
| 33 | 3/16 by 3 ....do... | **650** | ..... | .35 | .32½ | .35 | .44 | .31 | **.29** | 33 |
| 34 | 3/16 by 3½ ....do... | **750** | ..... | .38 | .35 | .378 | .47 | .34 | **.31½** | 34 |

* All bids are for quantities called for *only*.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Frank Gould. | William T. Gormley. | Robert M. Fair. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | | |
| 1 | Bolts, window, spring, cast brass bolt, screw socket..doz.. | 42 | ..... | ..... | ..... |
| 2 | Braces, iron, ratchet, 10-inch sweep, steel jaws.....No.. | 62 | ..... | .75 | ..... |
| | Brads, steel, wire: | | | | |
| 3 | ½-inch.....lbs.. | 45 | ..... | .09 | .087 |
| 4 | ¾-inch.....do... | 75 | ..... | .06 | .06 |
| 5 | 1-inch.....do... | 120 | ..... | .045 | .044 |
| 6 | 1¼-inch.....do... | 95 | ..... | .04½ | .039 |
| 7 | 1½-inch.....do... | 90 | ..... | .04 | .03¾ |
| | Butts, brass: | | | | |
| 8 | 1½-inch, narrow.....doz. pairs.. | 20 | ..... | .18 | .13½ |
| 9 | 2-inch, narrow.....do... | 55 | ..... | .26 | .209 |
| 10 | 2½-inch, narrow.....do... | 55 | ..... | .44 | .369 |
| | Butts, door, loose pin, wrought iron: | | | | |
| 11 | 2½ by 2 inches.....do... | 50 | ..... | ..... | .635 |
| 12 | 3 by 2½ inches.....do... | 25 | ..... | ..... | .72½ |
| 13 | 3 by 3 inches.....do... | 20 | ..... | ..... | .765 |
| 14 | 3½ by 3 inches.....do... | 15 | ..... | ..... | .83½ |
| 15 | 3½ by 3½ inches.....do... | 35 | ..... | ..... | .875 |
| 16 | 4 by 3½ inches.....do... | 5 | ..... | ..... | 1.03½ |
| 17 | 4 by 4 inches.....do... | 25 | ..... | ..... | 1.09½ |
| 18 | 4½ by 4½ inches.....do... | 8 | ..... | ..... | 1.31¾ |
| | Calipers: | | | | |
| 19 | Outside, 8-inch.....No.. | 12 | ..... | ..... | ..... |
| 20 | Inside, 8-inch.....do... | 14 | ..... | ..... | ..... |
| 21 | Cards, cattle.....do... | 241 | .05½ | ..... | ..... |
| 22 | Catches, iron, cupboard.....do... | 791 | ..... | .08 | ..... |
| | Chains, log, short links, with swivel, ordinary hook and grab hook, per pound: | | | | |
| 23 | ⅝-inch.....No.. | 16 | ..... | ..... | ..... |
| 24 | ¾-inch.....do... | 24 | ..... | ..... | ..... |
| | Chains, trace: | | | | |
| 25 | No. 2, 6½ feet, 10 links to the foot, full size ...pairs.. | 11 | ..... | ..... | ..... |
| 26 | 43 inches long, with hook and swivel.....do... | (†) | ..... | ..... | ..... |
| 27 | Chains, well, 24 inches long, with hook and ring ..No.. | 27 | ..... | ..... | ..... |
| 28 | Chalk, carpenter's, assorted colors.....gross.. | 8 | ..... | .50 | ..... |
| 29 | Chalk lines, medium size.....doz.. | 51 | ..... | ..... | ..... |
| | Chisels, c. s.: | | | | |
| 30 | Cold, octagon, ½ by 6 inches.....No.. | 57 | ..... | ..... | ..... |
| 31 | Socket, corner, 1-inch, handled.....do... | 2 | ..... | ..... | ..... |
| | Chisels, c. s., socket, firmer, handled: | | | | |
| 32 | ¼-inch.....do... | 65 | ..... | .17 | ..... |
| 33 | ⅜-inch.....do... | 55 | ..... | .17 | ..... |
| 34 | ½-inch.....do... | 75 | ..... | .19 | ..... |
| 35 | ¾-inch.....do... | 50 | ..... | .23 | ..... |
| 36 | 1-inch.....do... | 42 | ..... | .25 | ..... |
| 37 | 1¼-inch.....do... | 27 | ..... | .27 | ..... |
| 38 | 1½-inch.....do... | 30 | ..... | .29 | ..... |
| 39 | 2-inch.....do... | 30 | ..... | .33 | ..... |
| | Chisels, c. s., socket, framing, handled: | | | | |
| 40 | ¼-inch.....do... | 25 | ..... | .25 | ..... |
| 41 | ⅜-inch.....do... | 18 | ..... | .25 | ..... |
| 42 | ½-inch.....do... | 18 | ..... | .25 | ..... |
| 43 | ¾-inch.....do... | 25 | ..... | .29 | ..... |

† No bids received.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| William M. Glass. | | Harry B. Lyford. | | | | John H. Harberg. | | | Number. |
|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | |
| * Omaha. | | Chicago. | | | | Omaha. | | | |
| ..... | ..... | .23 | .11 | ..... | ..... | ..... | ..... | ..... | 1 |
| ..... | ..... | .72 | .50 | .60 | ..... | .50 | .66½ | ..... | 2 |
| ..... | ..... | .083 | ..... | ..... | ..... | .10 | ..... | ..... | 3 |
| ..... | ..... | .05¼ | ..... | ..... | ..... | .069 | ..... | ..... | 4 |
| ..... | ..... | .044 | ..... | ..... | ..... | .058 | ..... | ..... | 5 |
| ..... | ..... | .037 | ..... | ..... | ..... | .045 | ..... | ..... | 6 |
| ..... | ..... | .03½ | ..... | ..... | ..... | .044 | ..... | ..... | 7 |
| .17 | ..... | .13 | ..... | ..... | ..... | .16¾ | ..... | ..... | 8 |
| .27 | ..... | .20 | ..... | ..... | ..... | .204 | ..... | ..... | 9 |
| .48 | ..... | .35 | ..... | ..... | ..... | .24 | ..... | ..... | 10 |
| .415 | ..... | .33 | ..... | ..... | ..... | .90 | .46 | ..... | 11 |
| .64½ | ..... | .49¼ | ..... | ..... | ..... | 1.08 | .68 | .89 | 12 |
| .70 | ..... | .54 | ..... | ..... | ..... | 1.13 | .74 | .95 | 13 |
| .975 | ..... | .745 | ..... | ..... | ..... | 1.28 | 1.02 | 1.08 | 14 |
| 1.02½ | ..... | .78 | ..... | ..... | ..... | 1.35 | 1.08 | 1.08 | 15 |
| ..... | ..... | .95 | ..... | ..... | ..... | 1.53 | ..... | ..... | 16 |
| 1.269 | ..... | .97 | ..... | ..... | ..... | 1.58 | 1.35 | ..... | 17 |
| 1.598 | ..... | 1.22 | ..... | ..... | ..... | 2.00 | 1.62 | ..... | 18 |
| ..... | ..... | .10 | ..... | ..... | ..... | ..... | ..... | ..... | 19 |
| ..... | ..... | .10 | ..... | ..... | ..... | ..... | ..... | ..... | 20 |
| ..... | ..... | .08½ | .06 | .04 | .05½ | ..... | ..... | ..... | 21 |
| .06 | .02¼ | .03 | .025 | .025 | ..... | ..... | ..... | ..... | 22 |
| ..... | ..... | .0465 | ..... | ..... | ..... | .06 | ..... | ..... | 23 |
| ..... | ..... | .037 | ..... | ..... | ..... | .05 | ..... | ..... | 24 |
| ..... | ..... | .32 | ..... | ..... | ..... | ..... | ..... | ..... | 25 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 26 |
| ..... | ..... | [b].03¼ | ..... | ..... | ..... | ..... | ..... | ..... | 27 |
| .55 | ..... | .35 | ..... | ..... | ..... | ..... | ..... | ..... | 28 |
| .125 | .15 | .125 | .16 | ..... | ..... | .16 | .35 | ..... | 29 |
| .07 | ..... | .06 | ..... | ..... | ..... | .075 | ..... | ..... | 30 |
| .72 | ..... | .52 | ..... | ..... | ..... | ..... | ..... | ..... | 31 |
| [a]2.16 | ..... | .17 | .13 | ..... | ..... | .16¾ | ..... | ..... | 32 |
| [a]2.16 | ..... | .17 | .13 | ..... | ..... | .16¾ | ..... | ..... | 33 |
| [a]2.43 | ..... | .185 | .145 | ..... | ..... | .18¾ | ..... | ..... | 34 |
| [a]2.97 | ..... | .235 | .18 | ..... | ..... | .23 | ..... | ..... | 35 |
| [a]3.24 | ..... | .24 | .185 | ..... | ..... | .25 | ..... | ..... | 36 |
| [a]3.51 | ..... | .25 | .22 | ..... | ..... | .27 | ..... | ..... | 37 |
| [a]3.78 | ..... | .27 | .23 | ..... | ..... | .29 | ..... | ..... | 38 |
| [a]4.32 | ..... | .30 | .26 | ..... | ..... | .33½ | ..... | ..... | 39 |
| [a]3.24 | ..... | .185 | ..... | ..... | ..... | .25 | ..... | ..... | 40 |
| [a]3.24 | ..... | .185 | ..... | ..... | ..... | .25 | ..... | ..... | 41 |
| [a]3.24 | ..... | .185 | ..... | ..... | ..... | .25 | ..... | ..... | 42 |
| [a]3.78 | ..... | .23 | ..... | ..... | ..... | .29 | ..... | ..... | 43 |

* Bids on quantities called for *only*.
[a] Per dozen.
[b] Per pound.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan Buck Mfg. Co. | William T. Gormley. | Fred K. Maus. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | St. Louis. | Chicago. | |
| | Chisels, c. s., socket, framing handled: | | | | |
| 1 | 1-inch ....No.. | 15 | ..... | .33 | ..... |
| 2 | 1½-inch ....do... | 2 | ..... | .37 | ..... |
| 3 | 1¾-inch ....do... | 3 | ..... | .42 | ..... |
| 4 | 2-inch ....do... | 8 | ..... | .50 | ..... |
| 5 | Clamps, carpenter's, iron, to open 10 inches..do... | 45 | ..... | ..... | ..... |
| 6 | Cleavers, butcher's, 12-inch.... | 15 | ..... | ..... | ..... |
| 7 | Crowbars, solid steel, wedge point, assorted sizes, per pound....No.. | 25 | ..... | ..... | .085 |
| | Dividers: | | | | |
| 8 | 6 inches long, c. s., wing ....do... | 45 | ..... | .11 | ..... |
| 9 | 10 inches long, c. s., wing ....do... | 37 | ..... | .20 | ..... |
| | Drills: | | | | |
| 10 | Blacksmith's, vertical....do... | 6 | ..... | ..... | 5.25 |
| 11 | Breast....do... | 7 | ..... | 1.79 | 1.95 |
| | Faucets: | | | | |
| 12 | Brass, racking, ¼-inch, loose key ....do... | 4 | ..... | .35 | ..... |
| 13 | Wood, cork-lined, No. 2 ....do... | 37 | ..... | .05 | ..... |
| | Files, flat, bastard: | | | | |
| 14 | 10-inch ....dos.. | 11 | 1.30 | ..... | 1.26 |
| 15 | 12-inch ....do... | 19 | 1.83 | ..... | 1.75 |
| | Files, flat, wood: | | | | |
| 16 | 12-inch ....do... | 7 | 1.70 | ..... | 1.75 |
| 17 | 14-inch ....do... | 7 | 2.50 | ..... | 2.39 |
| | Files, half-round, bastard: | | | | |
| 18 | 10-inch ....do... | 4 | 1.70 | ..... | 1.64 |
| 19 | 12-inch ....do... | 9 | 2.10 | ..... | 2.12 |
| | Files, mill-saw: | | | | |
| 20 | 8-inch ....do... | 25 | .80 | ..... | .77 |
| 21 | 10-inch ....do... | 35 | 1.04 | ..... | 1.01 |
| 22 | 12-inch ....do... | 37 | 1.40 | ..... | 1.35 |
| 23 | 14-inch ....do... | 45 | 2.00 | ..... | 1.92 |
| | Files, round, bastard: | | | | |
| 24 | 6-inch ....do... | 15 | .65 | ..... | .63 |
| 25 | 8-inch ....do... | 7 | .80 | ..... | .77 |
| 26 | 10-inch ....do... | 4 | 1.04 | ..... | 1.01 |
| 27 | 12-inch ....do... | 6 | 1.40 | ..... | 1.35 |
| 28 | 14-inch ....do... | 8 | 2.00 | ..... | 1.98 |
| | Files, slim, taper, saw: | | | | |
| 29 | 3-inch ....do... | 40 | .39 | ..... | .38 |
| 30 | 3½-inch ....do... | 20 | .39 | ..... | .38 |
| 31 | 4-inch ....do... | 48 | .41 | ..... | .40 |
| 32 | 4½-inch ....do... | 35 | .43 | ..... | .42 |
| 33 | 5-inch ....do... | 55 | .46 | ..... | .45 |
| 34 | 6-inch ....do... | 80 | .57 | ..... | .56 |
| 35 | Flatirons, 5 to 8 pounds, per pound....pairs.. | 155 | ..... | ..... | ..... |
| 36 | Gates, molasses, 2-iron....No.. | 15 | ..... | ..... | ..... |
| | Gauges: | | | | |
| 37 | Marking, brass mounted ....do... | 30 | ..... | .14 | ..... |
| 38 | Mortise, screw slide ....do... | 25 | ..... | ..... | ..... |
| 39 | Slitting, with handle....do... | 7 | ..... | ..... | ..... |
| 40 | Glue pots, No. 1, porcelain lined ....do... | 10 | ..... | ..... | ..... |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| James E. Baum. | Cincinnati Tool Co. | William M. Glass.* | Harry B. Lyford. | | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | |
| Omaha. | All points. | Omaha. | Chicago. | | Omaha. | |
| ..... | ..... | 4.32 | .26 | ..... | .33 | 1 |
| ..... | ..... | 4.86 | .29 | ..... | .375 | 2 |
| ..... | ..... | 5.40 | .325 | ..... | .42 | 3 |
| ..... | ..... | 6.48 | .39 | ..... | .50 | 4 |
| ..... | .50 | ..... | .33 | ..... | ..... | 5 |
| ..... | ..... | 1.20 | 1.11 | ..... | ..... | 6 |
| .04 | ..... | .03¼ | .025 | ..... | ..... | 7 |
| ..... | ..... | .10 | .09 | ..... | .11 5/12 | 8 |
| ..... | ..... | .19 | .17 | ..... | .21 | 9 |
| ..... | ..... | ..... | ..... | ..... | ..... | 10 |
| ..... | ..... | ..... | 1.72 | 1.90 | ..... | 11 |
| ..... | ..... | ..... | .31 | ..... | ..... | 12 |
| ..... | ..... | .03¼ | .03¼ | ..... | .04 7/12 | 13 |
| ..... | ..... | 1.33 | 1.10 | 1.07 | 1.40 | 14 |
| ..... | ..... | 1.85 | 1.53 | 1.47 | 1.94 | 15 |
| ..... | ..... | 1.85 | 1.53 | 1.47 | 1.94 | 16 |
| ..... | ..... | 2.53 | 2.10 | 2.06 | 2.66 | 17 |
| ..... | ..... | 1.73 | 1.43 | 1.38 | 1.82 | 18 |
| ..... | ..... | 2.25 | 1.86 | 1.80 | 2.36 | 19 |
| ..... | ..... | .82 | .68 | .64 | .86 | 20 |
| ..... | ..... | 1.07 | .88 | .85 | 1.12 | 21 |
| ..... | ..... | 1.43 | 1.18 | 1.14 | 1.50 | 22 |
| ..... | ..... | 2.04 | 1.68 | 1.63 | 2.14 | 23 |
| ..... | ..... | .67 | .55 | .52 | .70 | 24 |
| ..... | ..... | .82 | .67 | .64 | .86 | 25 |
| ..... | ..... | 1.07 | .88 | .86 | 1.12 | 26 |
| ..... | ..... | 1.43 | 1.18 | 1.14 | 1.50 | 27 |
| ..... | ..... | 2.04 | 1.68 | 1.62 | 2.14 | 28 |
| ..... | ..... | .40 | .33 | .31 | .42 | 29 |
| ..... | ..... | .40 | .33 | .31 | .42 | 30 |
| ..... | ..... | .42 | .34 | .33 | .44 | 31 |
| ..... | ..... | .44 | .36 | .35 | .48 | 32 |
| ..... | ..... | .48 | .39 | .38 | .52 | 33 |
| ..... | ..... | .59 | .48 | .47 | .68 | 34 |
| ..... | ..... | ..... | .024 | ..... | ..... | 35 |
| ..... | ..... | ..... | .10 | ..... | ..... | 36 |
| ..... | ..... | ..... | .17 | .06 | ..... | 37 |
| ..... | ..... | ..... | .28 | ..... | ..... | 38 |
| ..... | ..... | ..... | .24 | ..... | ..... | 39 |
| ..... | ..... | ..... | .34 | ..... | ..... | 40 |

* Bids on quantity called for *only*.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | William T. Gormley. Points of delivery. Chicago. | James W. Soper. Points of delivery. Chicago or New York. |
|---|---|---|---|---|
| | Gouges, c. s., firmer, handled: | | | |
| 1 | ⅜-inch socket ....No.. | 10 | | |
| 2 | ½-inch socket ....do... | 10 | | |
| 3 | ⅝-inch socket ....do... | 5 | | |
| 4 | ¾-inch socket ....do... | 6 | | |
| 5 | ⅞-inch socket ....do... | 4 | | |
| 6 | 1-inch socket ....do... | 30 | | |
| | Grindstones (per pound): | | | |
| 7 | Weighing 50 pounds ....do... | 3 | .01 | |
| 8 | Weighing 100 pounds ....do... | 12 | .01 | |
| 9 | Weighing 150 pounds ....do... | 3 | .01 | |
| 10 | Grindstone fixtures, 17 inches, improved patent cap, extra heavy, number | 25 | | |
| 11 | Hair clippers, good quality ....No... | 180 | .54 | .45 |
| 12 | | | | .62 |
| | Hammers: | | | |
| 13 | Claw, solid c. s., adz-eye, forged, No. 1½ ....do... | 205 | .22 | |
| 14 | | | | |
| 15 | Farrier's, shoeing, c. s. ....do... | 16 | | |
| 16 | Farrier's, turning, half-bright, assorted, 2 to 2½ pounds, number | †8 | | |
| | Hammers, machinist's, ball pien: | | | |
| 17 | 1½-pound ....No.. | 20 | | |
| 18 | 2½-pound ....do... | 17 | | |
| | Hammers, riveting, solid c. s.: | | | |
| 19 | 1½-pound ....do... | 20 | | |
| 20 | 1¾-pound ....do... | 8 | | |
| 21 | 1¾-pound ....do... | 6 | | |
| | Hammers, sledge, blacksmith's, solid c. s.: | | | |
| 22 | 2-pound ....do... | 18 | | |
| 23 | 3-pound ....do... | 2 | | |
| 24 | 6-pound ....do... | 2 | | |
| 25 | 8-pound ....do... | 6 | | |
| 26 | 10-pound ....do... | 11 | | |
| | Hammers, mason's, ax finish, solid c. s.: | | | |
| 27 | 5-pound ....do... | 10 | | |
| 28 | 8-pound ....do... | 4 | | |
| 29 | 12-pound ....do... | 4 | | |
| 30 | Hammers, tack, upholsterer's pattern, malleable iron ....do... | 65 | .05 | |
| 31 | | | | |
| | Hatchets, c. s.: | | | |
| 32 | Broad, 6-inch cut, steel head, single bevel, handled ..do... | 42 | .55 | |
| 33 | Lathing, 2-inch blade ....do... | 37 | .20 | |
| 34 | Shingling, No. 2 ....do... | 80 | .21 | |
| 35 | | | | |
| | Hinge hasps: | | | |
| 36 | 6-inch ....doz.. | 45 | .53 | |
| 37 | 10-inch ....do... | 32 | 1.00 | |
| | Hinges, extra heavy, T: | | | |
| 38 | 8-inch ....doz. prs.. | 16 | 1.73 | |
| 39 | 10-inch ....do... | 8 | 2.46 | |
| 40 | 12-inch ....do... | 3 | 3.84 | |
| | Hinges, heavy, strap: | | | |
| 41 | 8-inch ....do... | 20 | 1.46 | |
| 42 | 10-inch ....do... | 12 | 2.24 | |
| 43 | 12-inch ....do... | 8 | 3.50 | |
| 44 | Hinges, light, strap, 6-inch ....do... | 45 | .73 | |

† No bid. a Light. b Per pound.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Robert M. Fair. | John W. Scott. | William M. Glass. | John H. Harberg. | Harry B. Lyford. | | | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| Chicago. | | Omaha. | | Chicago. | | | |
| | | .25 | | .245 | | | 1 |
| | | .29 | | .285 | | | 2 |
| | | .33⅓ | | .325 | | | 3 |
| | | .35 | | .34 | | | 4 |
| | | .375 | | .365 | | | 5 |
| | | .40 | | .385 | | | 6 |
| | | .01¼ | | .01 | | | 7 |
| | | .01¼ | | .01 | | | 8 |
| | | .01¼ | | .01 | | | 9 |
| | | | | .55 | | | 10 |
| .42 | | .60 | .40 | .65 | .43 | .395 | 11 |
| .85 | | .50 | | .39 | .40 | | 12 |
| | .25 | .40 | .25 | .29 | .21 | .40 | 13 |
| | | .25 | .33⅓ | | | | 14 |
| | | .375 | | .27 | | | 15 |
| | | | | | | | 16 |
| | | .40 | | .31 | | | 17 |
| | | .50 | | .375 | | | 18 |
| | | .28 | .31¼ | .25 | | | 19 |
| | | .29 | | .265 | | | 20 |
| | | .31 | | .285 | | | 21 |
| | | .17 | | .38 | | | 22 |
| | | .21 | | .43 | | | 23 |
| | | .34 | | .29 | | | 24 |
| | | .45 | | .39 | | | 25 |
| | | .57 | | .485 | | | 26 |
| | | | | .36 | | | 27 |
| | | | | .575 | | | 28 |
| | | | | .86 | | | 29 |
| | | | .06¼ | .24 | .125 | | 30 |
| | | | | .35 | .10 | | 31 |
| | | .725 | .65 | .58 | .54 | | 32 |
| | | .50 | | .25 | .25 | | 33 |
| | | .30 | .33⅓ | .28 | .27 | | 34 |
| | | .35 | | | | | 35 |
| a.27 | | .54 | .54 | .40 | | | 36 |
| a.55 | | 1.05 | 1.01 | .75 | | | 37 |
| b.049 | | 2.15 | 2.18 | 1.47 | | | 38 |
| b.04⅜ | | 2.85 | 2.89 | 2.02 | | | 39 |
| b.04⅜ | | 3.90 | 4.00 | 2.92 | | | 40 |
| b.04⅜ | | 1.60 | 1.59 | 1.00 | | | 41 |
| b.045 | | 2.10 | 2.08 | 1.64 | | | 42 |
| b.045 | | 3.10 | 3.17 | 2.37 | | | 43 |
| .55 | | .70 | .78 | .50 | | | 44 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | William T. Gormley. | Fred K. Maus. | Robert M. Fair. | Charles A. Kimbark. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | | | | Omaha.* | Chicago. | Omaha. | |
| | Hinges, light, strap: | | | | | | | | | |
| 1 | 6-inch ..... dos. pairs.. | 30 | 1.02 | ..... | .77 | ..... | .95 | .71 | 1.01 | 1 |
| 2 | 10-inch ..... do... | 15 | 1.43 | ..... | 1.063 | ..... | 1.40 | .98 | ..... | 2 |
| 3 | 12-inch ..... do... | 1 | ..... | ..... | 1.55 | ..... | 1.90 | 1.43 | ..... | 3 |
| | Hinges, light, T: | | | | | | | | | |
| 4 | 6-inch ..... do... | 30 | .59 | ..... | .40 | ..... | .60 | .44 | .59 | 4 |
| 5 | 8-inch ..... do... | 12 | ..... | ..... | .59½ | ..... | .75 | .56 | .75 | 5 |
| 6 | 10-inch ..... do... | 6 | ..... | ..... | .74½ | ..... | 1.10 | .83 | ..... | 6 |
| 7 | Hooks, hat and coat, schoolhouse pattern, heavy ..... dos.. | 410 | .15 | ..... | .125 | ..... | .15 | .12½ | .175 | 7 |
| 8 | | | | | .11 | | .19 | .145 | | 8 |
| | Iron, band, per 100 pounds: | | | | | | | | | |
| 9 | ½ by ¾ ..... lbs.. | 475 | ..... | 2.90 | ..... | 2.85 | ..... | ..... | ..... | 9 |
| 10 | ½ by 1 ..... do... | 875 | ..... | 2.60 | ..... | 2.60 | ..... | ..... | ..... | 10 |
| 11 | ½ by 1¼ ..... do... | 775 | ..... | 2.50 | ..... | 2.60 | ..... | ..... | ..... | 11 |
| 12 | ½ by 1½ ..... do... | 2,200 | ..... | 2.50 | ..... | 2.55 | ..... | ..... | ..... | 12 |
| 13 | 5/16 by 1 ..... do... | 550 | ..... | 2.50 | ..... | 2.50 | ..... | ..... | ..... | 13 |
| 14 | 5/16 by 2 ..... do... | 875 | ..... | 2.40 | ..... | 2.45 | ..... | ..... | ..... | 14 |
| | Iron, flat-bar, per 100 pounds: | | | | | | | | | |
| 15 | ¼ by ¾ ..... lbs.. | 885 | ..... | 2.50 | ..... | 2.50 | ..... | ..... | ..... | 15 |
| 16 | ¼ by 1¼ ..... do... | 1,440 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 16 |
| 17 | ¼ by 1½ ..... do... | 100 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 17 |
| 18 | ¼ by 2 ..... do... | 300 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 18 |
| 19 | ¼ by 2½ ..... do... | 175 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 19 |
| 20 | ¼ by 2¾ ..... do... | 400 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 20 |
| 21 | ¼ by 4 ..... do... | 475 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 21 |
| 22 | 5/16 by 2 ..... do... | 750 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 22 |
| 23 | 5/16 by 2½ ..... do... | 150 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 23 |
| 24 | 5/16 by 2¾ ..... do... | 150 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 24 |
| 25 | 5/16 by 3½ ..... do... | 100 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 25 |
| 26 | ⅜ by ¾ ..... do... | 550 | ..... | 2.40 | ..... | 2.45 | ..... | ..... | ..... | 26 |
| 27 | ⅜ by 1 ..... do... | 1,075 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 27 |
| 28 | ⅜ by 1¼ ..... do... | 700 | ..... | 2.10 | ..... | 2.30 | ..... | ..... | ..... | 28 |
| 29 | ⅜ by 1½ ..... do... | 250 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 29 |
| 30 | ⅜ by 2 ..... do... | 800 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 30 |
| 31 | ⅜ by 2½ ..... do... | 150 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 31 |
| 32 | ⅜ by 3 ..... do... | 425 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 32 |
| 33 | ⅜ by 3½ ..... do... | 250 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 33 |
| 34 | 7/16 by 1½ ..... do... | 100 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 34 |
| 35 | ½ by ¾ ..... do... | 25 | ..... | 2.40 | ..... | 2.45 | ..... | ..... | ..... | 35 |
| 36 | ½ by 1 ..... do... | 500 | ..... | 2.20 | ..... | 2.35 | ..... | ..... | ..... | 36 |
| 37 | ½ by 1¼ ..... do... | 450 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 37 |
| 38 | ½ by 1½ ..... do... | 650 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 38 |
| 39 | ½ by 2 ..... do... | 800 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 39 |
| 40 | ½ by 2½ ..... do... | 250 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 40 |
| 41 | ½ by 1½ ..... do... | 1,940 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 41 |
| 42 | ½ by 2 ..... do... | 250 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 42 |
| 43 | ½ by 2½ ..... do... | 1,365 | ..... | 2.00 | ..... | 2.25 | ..... | ..... | ..... | 43 |

* Bids on quantity called for "only."

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Fred K. Maps. | Charles A. Kimbark. | William M. Glass. | Harry B. Lyford. | Frank Gould. | Clarence J. Walker | John H. Harberg. | William T. Gormley. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | |
| | | | Chicago. | | Omaha. | Chicago. | | New York or Chicago. | Omaha. | Chicago. | |
| 1 | Iron, Juniata, sheet, galvanized, 28-inch, No. 25, per 100 pounds .....lbs.. | 900 | | | | 4.25 | | | | | 1 |
| | Iron, round, per 100 pounds: | | | | | | | | | | |
| 2 | $\frac{1}{16}$-inch .....lbs.. | 2,350 | 2.70 | 2.60 | | | | | | | 2 |
| 3 | $\frac{1}{8}$-inch.....do... | 3,725 | 2.50 | 2.50 | | | | | | | 3 |
| 4 | $\frac{3}{16}$-inch.....do... | 1,300 | 2.40 | 2.45 | | | | | | | 4 |
| 5 | $\frac{1}{4}$-inch.....do... | 5,200 | 2.30 | 2.40 | | | | | | | 5 |
| 6 | $\frac{5}{16}$-inch.....do... | 900 | 2.30 | 2.40 | | | | | | | 6 |
| 7 | $\frac{3}{8}$-inch.....do... | 4,825 | 2.20 | 2.35 | | | | | | | 7 |
| 8 | $\frac{7}{16}$-inch.....do... | 4,100 | 2.10 | 2.30 | | | | | | | 8 |
| 9 | $\frac{1}{2}$-inch.....do... | 1,100 | 2.10 | 2.30 | | | | | | | 9 |
| 10 | 1-inch.....do... | 1,750 | 2.00 | 2.25 | | | | | | | 10 |
| | Iron, sheet, per 100 pounds: | | | | | | | | | | |
| 11 | $\frac{1}{16}$ inch thick .....lbs.. | 1,250 | | | | 2.90 | | | | | 11 |
| 12 | $\frac{1}{8}$ inch thick.....do... | 250 | | | | 2.90 | | | | | 12 |
| 13 | No. 26.....do... | 900 | | | *3.50 | 3.20 | | | | | 13 |
| | Iron, square, per 100 pounds: | | | | | | | | | | |
| 14 | $\frac{1}{4}$-inch ..... lbs.. | 25 | 2.50 | 2.50 | | | | | | | 14 |
| 15 | $\frac{5}{16}$-inch.....do... | 1,175 | 2.30 | 2.40 | | | | | | | 15 |
| 16 | $\frac{3}{8}$-inch.....do... | 1,800 | 2.20 | 2.35 | | | | | | | 16 |
| 17 | $\frac{7}{16}$-inch.....do... | 525 | 2.10 | 2.30 | | | | | | | 17 |
| 18 | 1-inch.....do... | 925 | 2.00 | 2.25 | | | | | | | 18 |
| 19 | Knives and forks, cocoa handle, with bolster, per pair .....pairs.. | 3,345 | | | | .08½ | .08½ | .075 | .08½ | | 19 |
| 20 | | | | | | .10 | | .09 | .108 | | 20 |
| 21 | | | | | | | | .09 | | | 21 |
| 22 | | | | | | | | .10 | | | 22 |
| | Knives: | | | | | | | | | | |
| 23 | Butcher, 8-inch, cocoa handle, without bolster .....dos.. | 35 | | | | 2.57 | | 1.50 | | | 23 |
| 24 | | | | | | 1.60 | | | | | 24 |
| 25 | | | | | | 2.00 | | | | | 25 |
| 26 | Carving, and forks, cocoa handle, per pair .....pairs.. | 125 | | | | .42 | | .45 | | | 26 |
| 27 | | | | | | .46 | | | | | 27 |
| 28 | | | | | | .44 | | | | | 28 |
| 29 | Chopping, iron handle, number ..... | 65 | | | | .06 | .06 | | .08½ | .06½ | 29 |
| 30 | | | | | | .14 | | | | | 30 |
| 31 | | | | | | .08 | | | | | 31 |
| 32 | Drawing, 10-inch, c. s., carpenter's .....No.. | 18 | | | *.50 | .30 | | | | .42 | 32 |
| 33 | | | | | | .34 | | | | | 33 |
| 34 | Drawing, 12-inch, c. s., carpenter's .....No.. | 13 | | | *.55 | .335 | | | | .46 | 34 |
| 35 | | | | | | .372 | | | | | |

* Bids on quantity called for only.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | Class No. 17. HARDWARE—continued. | Quantity awarded. | Roy C. Martin. | William T. Gormley. | Robert M. Fair. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | | |
| | Knives: | | | | |
| 1 | Horseshoeing ..... No.. | 40 | .22 | ..... | ..... |
| 2 | | | .21 | | |
| 3 | Putty ..... do... | 80 | ..... | .05 | ..... |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | Skinning, 6-inch, cocoa handle without bolster ..... No.. | 100 | ..... | ..... | ..... |
| 9 | | | | | |
| 10 | | | | | |
| 11 | Latches, thumb, Roggen pattern, heavy... doz.. | 13 | ..... | .35 | ..... |
| 12 | | | | | |
| 13 | | | | | |
| 14 | Lead, in pigs ..... lbs.. | 1,275 | ..... | ..... | ..... |
| | Locks: | | | | |
| 15 | Closet, 3½-inch, iron bolt, dead, 2 keys.. doz.. | 20 | ..... | 1.98 | 1.65 |
| 16 | | | | | |
| 17 | Drawer, 2½ by 2 inches, iron, 2 keys.... do... | 22 | ..... | ..... | .77 |
| | Locks, mineral knob, rim: | | | | |
| 18 | 4-inch, iron bolt, 2 keys ..... do... | 37 | ..... | 1.99 | ..... |
| 19 | | | | | |
| 20 | 4½-inch, iron bolt, 2 keys ..... do... | 44 | ..... | ..... | ..... |
| 21 | 5-inch, iron bolt, 2 keys ..... do... | 20 | ..... | ..... | ..... |
| 22 | | | | | |
| 23 | 6-inch, iron bolt, 2 keys ..... do... | 16 | ..... | ..... | ..... |
| | Locks: | | | | |
| 24 | Mineral knob, mortise, 3½-inch, iron bolt, 2 keys ..... doz.. | 50 | ..... | ..... | ..... |
| 25 | Pad, iron or brass, 3-tumbler, 2 keys each, assorted combinations on each shipping order ..... doz.. | 85 | ..... | 1.04 | ..... |
| 26 | | | | 1.56 | |
| 27 | | | | | |
| 28 | | | | | |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | | | | |
| 32 | Sash ..... do... | 66 | ..... | .32 | ..... |
| 33 | | | | .44 | |
| 34 | | | | | |
| 35 | Mallets, carpenter's, hickory, round, 6 by 4 inches ..... No.. | 36 | ..... | .11 | ..... |
| | Nails, wire, per 100 pounds: | | | | |
| 36 | 3d, lath ..... lbs.. | 1,625 | ..... | ..... | 2.65 |
| 37 | 3d, steel ..... do... | 3,200 | ..... | ..... | 2.65 |
| 38 | 4d, steel ..... do... | 2,500 | ..... | ..... | 2.50 |
| 39 | 6d, steel ..... do... | 4,125 | ..... | ..... | 2.40 |
| 40 | 8d, steel ..... do... | 14,050 | ..... | ..... | 2.30 |
| 41 | 10d, steel ..... do... | 11,000 | ..... | ..... | 2.25 |
| 42 | 12d, steel ..... do... | 2,375 | ..... | ..... | 2.25 |
| 43 | 20d, steel ..... do... | 11,800 | ..... | ..... | 2.20 |
| 44 | 30d, steel ..... do... | 4,550 | ..... | ..... | 2.20 |
| 45 | 40d, steel ..... do... | 4,900 | ..... | ..... | 2.20 |
| 46 | 60d, steel ..... do... | 2,550 | ..... | ..... | 2.20 |
| | Nails, wire fence, per 100 pounds: | | | | |
| 47 | 8d, steel ..... do... | 900 | ..... | ..... | 2.30 |
| 48 | 10d, steel ..... do... | 1,000 | ..... | ..... | 2.25 |
| 49 | 12d, steel ..... do... | 300 | ..... | ..... | 2.25 |
| | Nails, wire, finishing, per 100 pounds: | | | | |
| 50 | 6d, steel ..... do... | 2,200 | ..... | ..... | 2.65 |
| 51 | 8d, steel ..... do... | 3,275 | ..... | ..... | 2.55 |
| 52 | 10d, steel ..... do... | 2,475 | ..... | ..... | 2.45 |

* Bids on quantity called for only.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Clarence J. Walker. | James E. Baum. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | David D. Sleight. | Handlan Buck Manufacturing Co. | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| New York or Chicago. | Omaha. | | Chicago. | Omaha. | Chicago, St. Louis, New York. | St. Louis. | |
| | *.25 | .25 | .23 | | | | 1 |
| | .20 19/20 | | | | | | 2 |
| .075 | | .09 | .09½ | .15 | | | 3 |
| .06½ | | | .09½ | | | | 4 |
| .09 | | | | | | | 5 |
| .095 | | | | | | | 6 |
| .10 | | | | | | | 7 |
| .165 | | | .18 | | | | 8 |
| | | | .18 | | | | 9 |
| | | | .12 | | | | 10 |
| | | .40 | .32 | | | | 11 |
| | | | .255 | | | | 12 |
| | | | .40 | | | | 13 |
| | | | .04½ | | | | 14 |
| | | | 1.02 | | | | 15 |
| | | | 1.68 | | | | 16 |
| | | | .75 | | | | 17 |
| | | | 1.35 | | | | 18 |
| | | | 1.45 | | | | 19 |
| | | | 2.17 | | | | 20 |
| | | | 4.26 | | | | 21 |
| | | | 3.70 | | | | 22 |
| | | | 5.08 | | | | 23 |
| | | | 1.43 | | | | 24 |
| | | | 2.75 | | 1.33 | | 25 |
| | | | 1.31 | | 2.74 | | 26 |
| | | | 1.37 | | 2.75 | | 27 |
| | | | 2.00 | | 3.08 | | 28 |
| | | | 2.65 | | 3.25 | | 29 |
| | | | 2.00 | | 2.90 | | 30 |
| | | | 2.85 | | | | 31 |
| | | | .25 | | | | 32 |
| | | | .24 | | | | 33 |
| | | | .40 | | | | 34 |
| | | | .09 | | | | 35 |
| | | 3.00 | 2.63 | 2.95 | | 2.75 | 36 |
| | | 2.95 | 2.58 | 2.90 | | 2.70 | 37 |
| | | 2.80 | 2.43 | 2.75 | | 2.55 | 38 |
| | | 2.70 | 2.33 | 2.65 | | 2.45 | 39 |
| | | 2.60 | 2.23 | 2.55 | | 2.35 | 40 |
| | | 2.55 | 2.18 | 2.50 | | 2.30 | 41 |
| | | 2.55 | 2.18 | 2.50 | | 2.30 | 42 |
| | | 2.50 | 2.13 | 2.45 | | 2.25 | 43 |
| | | 2.50 | 2.13 | 2.45 | | 2.25 | 44 |
| | | 2.50 | 2.13 | 2.45 | | 2.25 | 45 |
| | | 2.50 | 2.13 | 2.45 | | 2.25 | 46 |
| | | 2.60 | 2.23 | 2.55 | | 2.35 | 47 |
| | | 2.55 | 2.18 | 2.50 | | 2.30 | 48 |
| | | 2.55 | 2.18 | 2.50 | | 2.30 | 49 |
| | | 2.95 | 2.58 | 2.90 | | 2.70 | 50 |
| | | 2.85 | 2.48 | 2.80 | | 2.60 | 51 |
| | | 2.75 | 2.38 | 2.70 | | 2.50 | 52 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Roy C. Martin. | Handlan Buck Manufacturing Co. | William T. Gormley. | Fred K. Maus. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | St. Louis. | Chicago. | |
| | Nails, horseshoe, per 100 pounds: | | | | | |
| 1 | No. 6 ..... lbs.. | 945 | .0775 | ..... | ..... | 8.95 |
| 2 | No. 7 ..... do... | 930 | .0775 | ..... | ..... | 8.95 |
| 3 | No. 8 ..... do... | 810 | .0775 | ..... | ..... | 8.95 |
| 4 | Nails, ox shoe, No. 5, per 100 pounds .... do... | 100 | ..... | ..... | ..... | 8.95 |
| | Nuts, iron, square: | | | | | |
| 5 | For ½-inch bolt ..... do... | 50 | ..... | ..... | ..... | 7.80 |
| 6 | For $\frac{5}{8}$-inch bolt ..... do... | 35 | ..... | ..... | ..... | 6.80 |
| 7 | For ¾-inch bolt ..... do... | 120 | ..... | ..... | ..... | 5.30 |
| 8 | For ⅞-inch bolt ..... do... | 250 | ..... | ..... | ..... | 3.80 |
| 9 | For 1-inch bolt ..... do... | 270 | ..... | ..... | ..... | 3.50 |
| 10 | For 1¼-inch bolt ..... do... | 195 | ..... | ..... | ..... | 3.30 |
| 11 | Oilers, zinc, medium size ..... No.. | 305 | ..... | a.90 | .045 | ..... |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | Oilstones, Washita ..... do... | 43 | ..... | ..... | ..... | ..... |
| 15 | | | | | | |
| | Packing: | | | | | |
| 16 | Hemp ..... lbs.. | 180 | ..... | ..... | ..... | ..... |
| 17 | | | | | | |
| 18 | Rubber, $\frac{1}{16}$-inch ..... do... | 460 | ..... | .085 | ..... | ..... |
| 19 | | | | .11 | | |
| 20 | | | | .135 | | |
| 21 | | | | .155 | | |
| 22 | Rubber, ⅛-inch ..... do... | 400 | ..... | .085 | ..... | ..... |
| 23 | | | | .11 | | |
| 24 | | | | .135 | | |
| 25 | | | | .155 | | |
| 26 | Rubber, $\frac{3}{16}$-inch ..... do... | 210 | ..... | .085 | ..... | ..... |
| 27 | | | | .11 | | |
| 28 | | | | .135 | | |
| 29 | | | | .155 | | |
| 30 | Rubber, ¼-inch ..... do... | 145 | ..... | .085 | ..... | ..... |
| 31 | | | | .11 | | |
| 32 | | | | .135 | | |
| 33 | | | | .155 | | |
| 34 | Yarn (cotton waste) ..... do... | 2,155 | ..... | .08 | ..... | ..... |
| | Paper: | | | | | |
| 35 | Emery (assorted) per quire ..... qrs.. | 80 | ..... | .15 | ..... | ..... |
| 36 | Sand (assorted) per quire ..... do... | 370 | ..... | .10 | .09 | ..... |
| 37 | | | | | | |
| 38 | Pencils, carpenter's ..... doz.. | 120 | ..... | ..... | ..... | ..... |
| 39 | | | | | | |
| 40 | | | | | | |
| 41 | Pinchers, blacksmith's, shoeing ..... No.. | 26 | ..... | ..... | ..... | 4.60 |
| 42 | | | | | | |
| 43 | | | | | | |
| 44 | Pinking irons, 1-inch ..... doz.. | 6 | ..... | ..... | ..... | ..... |
| | Planes: | | | | | |
| 45 | Block, 6-inch, knuckle joint ..... No.. | 50 | ..... | ..... | .66 | ..... |
| 46 | Fore, adjustable, wood bottoms ..... do... | 20 | ..... | ..... | 1.02 | ..... |
| 47 | | | | | | |

a Per dozen.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| William M. Glass. | Harry B. Lyford. | John H. Harberg. | Jewell Belting Co. | John H. Brown. | Revere Rubber Co. | Empire Rubber Manufacturing Co. | New York Belting and Packing Co. | William D. Allen. | Frank B. McIlroy. | Robert M. Fair. | Frank Gould. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | |
| Omaha. | Chicago. | Omaha. | All points. | | | Chicago. | | | | | | |
| *8.75 | 7.40 | 8.25 | | | | | | | | | | 1 |
| 8.75 | 7.40 | 8.25 | | | | | | | | | | 2 |
| 8.75 | 7.40 | 8.25 | | | | | | | | | | 3 |
| | 7.40 | | | | | | | | | | | 4 |
| | .08 | .11 | | | | | | | | | | 5 |
| | | | | | | | | | | | | 6 |
| | .055 | .065 | | | | | | | | | | 7 |
| | .04 | .045 | | | | | | | | | | 8 |
| | .037 | .04¼ | | | | | | | | | | 9 |
| | .035 | | | | | | | | | | | 10 |
| .065 | .05¼ | .07 | | | | | | | | | | 11 |
| | .06 | .08 | | | | | | | | | | 12 |
| | .07¼ | | | | | | | | | | | 13 |
| b.26 | b.18 | .26 | | | | | | | | | | 14 |
| b.165 | | | | | | | | | | | | 15 |
| | .07 | | .12 | | | | | .09 | | | | 16 |
| | .08¼ | | | | | | | | | | | 17 |
| | .09 | | .13 | .14 | c46.00 | .10 | .15 | .12 | .135 | | | 18 |
| | .13¼ | | .10 | | | .14 | | | | | | 19 |
| | | | | | | | | | | | | 20 |
| | | | | | | | | | | | | 21 |
| | .09 | | .13 | .14 | c40.00 | .10 | .15 | .12 | .135 | | | 22 |
| | .13¼ | | .10 | | | .14 | | | | | | 23 |
| | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | 25 |
| | .09 | | .13 | .14 | c21.00 | .10 | .15 | .12 | .135 | | | 26 |
| | .13¼ | | .10 | | | .14 | | | | | | 27 |
| | | | | | | | | | | | | 28 |
| | | | | | | | | | | | | 29 |
| | .09 | | .13 | .14 | c14.50 | .10 | .15 | .12 | .135 | | | 30 |
| | .13¼ | | .10 | | | .14 | | | | | | 31 |
| | | | | | | | | | | | | 32 |
| | | | | | | | | | | | | 33 |
| | | | | | | | | | | | | 34 |
| .165 | .13 | .16 | | | | | | | | .18 | | 35 |
| .09 | .10 | .10 | | | | | | | | .095 | | 36 |
| .125 | | | | | | | | | | | | 37 |
| | .125 | .15 | | | | | | | | | .135 | 38 |
| | | .18 | | | | | | | | | | 39 |
| | | .35 | | | | | | | | | | 40 |
| .40 | .34 | | | | | | | | | | | 41 |
| | .39 | | | | | | | | | | | 42 |
| | .33¼ | | | | | | | | | | | 43 |
| .50 | .40 | .50 | | | | | | | | | | 44 |
| .68 | .60 | | | | | | | | | | | 45 |
| .90 | .945 | | | | | | | | | | | 46 |
| | .78 | | | | | | | | | | | 47 |

* All bids on quantities called for only.
b Per pound.
c For the lot.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | Class No. 17. HARDWARE—continued. | Quantity awarded. | William T. Gormley. | Cincinnati Tool Co. | William M. Glass. | Harry B. Lyford. | Number. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Chicago. | All points. | Omaha.* | Chicago. | |
| | Planes: | | | | | | |
| 1 | Hollow and round, 1-inch, c. s.....pairs.. | 3 | ..... | ..... | ..... | **.575** | 1 |
| 2 | Hollow and round, 1½-inch, c. s....pairs.. | 4 | ..... | ..... | ..... | **.575** | 2 |
| 3 | Hollow and round, 1¾-inch, c. s....pairs.. | 4 | ..... | ..... | ..... | **.675** | 3 |
| 4 | Jack, adjustable, wood bottoms.....No.. | 65 | .84 | ..... | .80 | **.84** | 4 |
| 5 | | | | | | .71 | 5 |
| 6 | Jointer's double-iron, c. s.....No.. | 45 | .68 | ..... | .28 | **1.10** | 6 |
| 7 | | | | | .80 | 1.00 | 7 |
| 8 | Match, ¾-inch, plated, pairs..... | 3 | ..... | ..... | ..... | **1.25** | 8 |
| 9 | Match, 1-inch, plated, pairs..... | 3 | ..... | ..... | ..... | **1.25** | 9 |
| 10 | Plow, embracing beading and center-beading plane, rabbet and fillister, dado, plow, matching and slitting plane .....No.. | 19 | 4.67 | ..... | ..... | **3.42** | 10 |
| 11 | | | | | | 3.25 | 11 |
| 12 | Skew-rabbet, ¼-inch, Number..... | 3 | ..... | ..... | ..... | **.30** | 12 |
| 13 | Skew-rabbet, 1-inch, Number..... | 3 | ..... | ..... | ..... | **.30** | 13 |
| 14 | Skew-rabbet, 1½-inch, Number..... | 3 | ..... | ..... | ..... | **.35** | 14 |
| 15 | Smooth, adjustable, wood bottoms....No.. | 40 | .74 | ..... | 1.10 | **.68** | 15 |
| 16 | | | | | | .56 | 16 |
| | Pliers: | | | | | | |
| 17 | Flat-nose, 7-inch, c. s., heavy.....No.. | 30 | .21 | .90 | ..... | .12 | 17 |
| 18 | | | | | | **.19** | 18 |
| 19 | | | | | | .15 | 19 |
| 20 | Round-nose, 7-inch, c. s., heavy.....No.. | 12 | .21 | ..... | ..... | .12 | 20 |
| 21 | | | | | | **.19** | 21 |
| 22 | End-cutting, 10-inch, c. s., heavy.....No.. | 28 | .75 | ..... | ..... | .88 | 22 |
| 23 | | | | | | **1.00** | 23 |
| 24 | | | | | | 1.69 | 24 |
| | Punches: | | | | | | |
| 25 | C. s., belt, to drive, assorted, Nos. 2, 3, 4, 5, and 6 .....doz.. | 10 | ..... | ..... | ..... | .40 | 25 |
| 26 | | | | | | **.47** | 26 |
| 27 | | | | | | .37 | 27 |
| 28 | Conductor's, assorted shapes of holes ..doz.. | 1 1/10 | ..... | ..... | ..... | 2.50 | 28 |
| 29 | | | | | | **3.00** | 29 |

* Bids on quantities called for only.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Roy C. Martin. | Handlan-Buck Mfg. Co. | Fred K. Maus. | James C. Baum. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | St. Louis. | Chicago. | Omaha. | Omaha. | Chicago. | Omaha. | |
| | Rasps: | | | | | | * | | | |
| 30 | Horse, 12-inch .....No.. | 50 | .17 | a2.40 | a2.30 | .24½ | .20 | **.16** | .19½ | 30 |
| 31 | | | .17 | | | .18½ | .25 | .16 | | 31 |
| 32 | | | .17 | | | | | .16 | | 32 |
| 33 | Horse, 14-inch.....do... | 325 | .24 | a3.30 | a3.20 | .33½ | .26 | **.23** | .26½ | 33 |
| 34 | | | .24 | | | .25 | .35 | .23 | | 34 |
| 35 | | | .24 | | | | | .22 | | 35 |
| 36 | Wood, flat, 12-inch.do... | 30 | ..... | a3.20 | a3.15 | ..... | .27½ | **.23** | .29 | 36 |
| 37 | | | | | | | | .22 | | 37 |
| 38 | Wood, flat, 14-inch.do... | 80 | ..... | a4.30 | a4.18 | ..... | .37 | **.30** | .38½ | 38 |
| 39 | | | | | | | | .29 | | 39 |
| 40 | Wood, half-round, 12-inch .....No.. | 47 | ..... | a3.50 | a3.37 | ..... | .29½ | **.24** | .31½ | 40 |
| 41 | | | | | | | | .24 | | 41 |
| 42 | Wood, half-round, 14-inch .....No.. | 66 | ..... | a4.70 | a4.47 | ..... | .39½ | **.33** | .41½ | 42 |
| 43 | | | | | | | | .32 | | 43 |
| | Rivet sets: | | | | | | | | | |
| 44 | No. 2 .....do... | 7 | ..... | ..... | ..... | ..... | .25½ | **.28** | ..... | 44 |
| 45 | No. 3 .....do... | 16 | ..... | ..... | ..... | ..... | .20 | **.225** | ..... | 45 |
| 46 | No. 7 .....do... | 4 | ..... | ..... | ..... | ..... | .12½ | **.145** | ..... | 46 |
| | Rivets and burrs, copper: | | | | | | | | | |
| 47 | ¼-inch, No. 8 .....lbs.. | 25 | ..... | .20 | ..... | ..... | .22 | **.185** | .21 | 47 |
| 48 | ¼-inch, No. 12.....do... | 10 | ..... | .235 | ..... | ..... | .265 | **.215** | .24 | 48 |
| 49 | ⅜-inch, No. 8.....do... | 60 | ..... | .20 | ..... | ..... | .22 | **.185** | ..... | 49 |
| 50 | ⅜-inch, No. 12.....do... | 35 | ..... | .235 | ..... | ..... | .265 | **.215** | ..... | 50 |
| 51 | ½-inch, No. 8.....do... | 105 | ..... | .20 | ..... | ..... | .22 | **.185** | ..... | 51 |
| 52 | ½-inch, No. 12.....do... | 25 | ..... | .235 | ..... | ..... | .265 | **.215** | ..... | 52 |

* Bids on quantities called for only.
a Per dozen.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan-Buck Manufacturing Co. | Fred K. Maus. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | James W. Soper. | Cincinnati Tool Co. | Steven M. Perrigo. | William T. Gormley. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | | |
| | | | St. Louis. | Chicago. | Omaha.* | Chicago. | Omaha. | Chicago or New York. | All points. | Chicago. | | |
| | Rivets and burrs, copper: | | | | | | | | | | | |
| 1 | ⅜-inch, No. 8 ....lbs.. | 105 | .20 | ..... | .22 | .185 | ..... | ..... | .... | ..... | .... | 1 |
| 2 | ⅜-inch, No. 12...do... | 27 | .235 | ..... | .265 | .215 | ..... | ..... | .... | ..... | .... | 2 |
| 3 | 1-inch, No. 8....do... | 90 | .20 | ..... | .22 | .185 | ..... | ..... | .... | ..... | .... | 3 |
| 4 | 1-inch, No. 12...do... | 10 | .235 | ..... | .265 | .215 | ..... | ..... | .... | ..... | .... | 4 |
| | Rivets, iron, flat-head: | | | | | | | | | | | |
| 5 | $\frac{3}{16}$-inch, No. 8 ..lbs... | 38 | ..... | a4.20 | ..... | ..... | ..... | ..... | .... | ..... | .... | 5 |
| 6 | ¼-inch, No. 8....do... | 25 | ..... | a4.00 | ..... | ..... | ..... | ..... | .... | ..... | .... | 6 |
| 7 | ⅜-inch, No. 8....do... | 30 | ..... | a3.40 | ..... | ..... | ..... | ..... | .... | ..... | .... | 7 |
| 8 | 1-inch, No. 8....do... | 20 | ..... | a3.40 | ..... | ..... | ..... | ..... | .... | ..... | .... | 8 |
| 9 | $\frac{3}{16}$ by 1 inch ....do... | 65 | ..... | a3.20 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 9 |
| 10 | $\frac{3}{16}$ by 2 inches ..do... | 135 | ..... | a3.20 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 10 |
| 11 | $\frac{3}{16}$ by 4 inches...do... | 35 | ..... | a3.20 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 11 |
| 12 | ¼ by 1 inch .....do... | 75 | ..... | a3.10 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 12 |
| 13 | ¼ by 1½ inches ..do... | 155 | ..... | a3.10 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 13 |
| 14 | ¼ by 2 inches....do... | 175 | ..... | a3.10 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 14 |
| 15 | ¼ by 2½ inches ..do... | 200 | ..... | a3.10 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 15 |
| 16 | ¼ by 3 inches ...do... | 180 | ..... | a3.10 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 16 |
| 17 | ¼ by 3½ inches ..do... | 100 | ..... | a3.10 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 17 |
| 18 | ¼ by 4 inches ...do... | 190 | ..... | a3.10 | ..... | .08½ | ..... | ..... | .... | ..... | .... | 18 |
| | Rivets, tinned-iron, in packages of 1,000: | | | | | | | | | | | |
| 19 | 10-ounce .....M.. | 7 | ..... | .056 | .085 | .063 | .06½ | ..... | .... | ..... | .... | 19 |
| 20 | 12-ounce .....M.. | 25 | ..... | .062 | .09½ | .07 | .07 | ..... | .... | ..... | .... | 20 |
| 21 | 16-ounce .....M.. | 12 | ..... | .074 | .11 | .083 | .08½ | ..... | .... | ..... | .... | 21 |
| 22 | 24-ounce .....M.. | 20 | ..... | .096 | .145 | .11 | .105 | ..... | .... | ..... | .... | 22 |
| 23 | 32-ounce .....M.. | 5 | ..... | .124 | .185 | .14 | .135 | ..... | .... | ..... | .... | 23 |
| 24 | Rules, boxwood, 2-foot, 4-fold, full brass-bound.....No.. | 345 | ..... | ..... | .625 | .20 | .23 | ..... | .... | ..... | .... | 24 |
| 25 | | | | | .21 | .20 | | | | | | 25 |
| 26 | | | | | | .24 | | | | | | 26 |
| 27 | | | | | | .27 | | | | | | 27 |
| 28 | Saw blades, butcher's bow, 20-inch.....doz.. | 11 | ..... | ..... | 1.22 | 2.14 | ..... | 2.22 | .... | ..... | .... | 28 |
| 29 | Saw clamps, 9-inch jaw, number..... | 20 | ..... | ..... | ..... | .33 | ..... | ..... | .50 | ..... | .... | 29 |
| 30 | | | | | | .20 | | | .59 | | | 30 |
| | Saw-sets: | | | | | | | | | | | |
| 31 | For crosscut saws, number..... | 20 | ..... | ..... | ..... | .55 | ..... | ..... | .... | .45 | .... | 31 |
| 32 | | | | | | .74 | | | | | | 32 |
| 33 | | | | | | .78 | | | | | | 33 |
| 34 | For handsaws...No.. | 30 | ..... | ..... | ..... | .275 | ..... | ..... | .... | .36 | .34 | 34 |
| 35 | | | | | | .36 | | | | | | 35 |
| 36 | | | | | | .55 | | | | | | 36 |

* Bids on quantities called for only.
a Per cwt.

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*Proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| | | Quantity award | William M. Glass. | Harry B. Lyford. | John H. Harberg. | James W. Soper. | Steven M. Perrigo. | William T. Gormley. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Omaha.* | Chicago. | Omaha. | Chicago or New York. | Chicago. | | |
| | Saws: | | | | | | | | |
| 37 | Back (or tenon), 12-inch.....No... | 45 | ..... | .56 | ..... | .755 | .57 | ..... | 37 |
| 38 | | | | .96 | | | | | 38 |
| 39 | Bracket.....No.. | 4 | ..... | .20 | ..... | ..... | ..... | ..... | 39 |
| 40 | Buck, framed, complete, 30-inch blade, number..... | 150 | .35 | .30 | .28½ | .34 | .35 | .31 | 40 |
| 41 | | | | .31 | .395 | .44 | .28 | | 41 |
| 42 | | | | .28 | .395 | | .67 | | 42 |
| 43 | Circular, 26-inch, crosscut.....No.. | 6 | ..... | 5.88 | ..... | 6.21 | 5.99 | ..... | 43 |
| 44 | Circular, 26-inch, rip.....No.. | 1 | ..... | 5.88 | ..... | 6.21 | 5.99 | ..... | 44 |
| 45 | Circular, 30-inch crosscut.....No.. | 2 | ..... | 7.56 | ..... | 7.99 | 7.70 | ..... | 45 |
| 46 | Circular, 30-inch rip.....No.. | (†) | ..... | 7.56 | ..... | 7.99 | ..... | ..... | 46 |

* Bids on quantities called for only.
† None wanted.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | William T. Gormley. | James W. Soper. | Edward F. Jones. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | Chicago or New York. | All points. |
| | Saws: | | | | |
| 1 | Crosscut, 5-foot, with handles.....No.. | 12 | ..... | 1.26 | ..... |
| 2 | | | | 1.34 | |
| 3 | Crosscut, 6-foot, with handles.....do... | 20 | ..... | 1.49 | ..... |
| 4 | | | | 1.61 | |
| 5 | Hand, 26-inch, 6 to 10 points to the inch.....do... | 77 | .83 | .785 | ..... |
| 6 | | | | .94 | |
| 7 | | | | | |
| 8 | Keyhole, 12-inch compass.....do... | 66 | ..... | .078 | ..... |
| 9 | | | | | |
| 10 | Meat, butcher's bow, 20-inch.....do... | 26 | ..... | .575 | ..... |
| 11 | | | | .666 | |
| 12 | | | | .666 | |
| 13 | Rip, 28-inch, 5 points.....do... | 23 | .96 | .86 | ..... |
| 14 | | | | 1.11 | |
| 15 | | | | | |
| | Scales: | | | | |
| 16 | Butcher's, dial face, spring balance, square dish, 30-lb., by ounces.....No.. | 8 | ..... | ..... | ..... |
| 17 | Counter, 62-lb.....do... | 7 | ..... | ..... | 5.00 |
| 18 | Hay and cattle, 6-ton, Standard platform.....do... | 4 | ..... | ..... | [e] 50.00 |
| 19 | | | | | [f] 65.00 |
| 20 | | | | | [g] 75.00 |
| 21 | | | | | |
| | Scales, platform: | | | | |
| 22 | Counter, 240-lb.....do... | 4 | ..... | ..... | 5.25 |
| 23 | 1,000-lb., drop-lever, on wheels.....do... | 2 | ..... | ..... | 26.50 |
| 24 | 1,500-lb., drop-lever, on wheels.....do... | 1 | ..... | ..... | 35.00 |
| 25 | 2,000-lb., drop-lever, on wheels.....do... | 1 | ..... | ..... | 41.00 |
| 26 | Scissors, ladies', 6-inch, c. s., full size, good quality.....doz.. | 52 | ..... | ..... | ..... |
| 27 | | | | | |
| | Screw-drivers: | | | | |
| 28 | 6-inch steel blade.....No.. | 75 | ..... | ..... | ..... |
| 29 | | | | | |
| 30 | 8-inch steel blade.....do... | 60 | ..... | ..... | ..... |
| 31 | | | | | |
| 32 | 10-inch steel blade.....do... | 38 | ..... | ..... | ..... |
| 33 | | | | | |
| | Screws: | | | | |
| 34 | Wrought-iron, bench, 1¼ inch.....do... | 16 | ..... | ..... | ..... |
| 35 | Wood, bench, 2½-inch.....do... | 10 | ..... | ..... | ..... |
| | Screws, wood, iron: | | | | |
| 36 | ⅛-inch, No. 4.....gross.. | 70 | ..... | ..... | ..... |
| 37 | ¼-inch, No. 5.....do... | 45 | ..... | ..... | ..... |
| 38 | ⅜-inch, No. 5.....do... | 80 | ..... | ..... | ..... |
| 39 | ⅜-inch, No. 6.....do... | 50 | ..... | ..... | ..... |
| 40 | ⅜-inch, No. 7.....do... | 90 | ..... | ..... | ..... |
| 41 | ⅜-inch, No. 8.....do... | 100 | ..... | ..... | ..... |
| 42 | ⅜-inch, No. 8.....do... | 100 | ..... | ..... | ..... |
| 43 | ⅜-inch, No. 9.....do... | 65 | ..... | ..... | ..... |
| 44 | 1-inch, No. 9.....do... | 140 | ..... | ..... | ..... |
| 45 | 1-inch, No. 10.....do... | 125 | ..... | ..... | ..... |
| 46 | 1¼-inch, No. 10.....do... | 150 | ..... | ..... | ..... |
| 47 | 1¼-inch, No. 11.....do... | 75 | ..... | ..... | ..... |
| 48 | 1¼-inch, No. 11.....do... | 125 | ..... | ..... | ..... |
| 49 | 1¼-inch, No. 12.....do... | 90 | ..... | ..... | ..... |
| 50 | 1½-inch, No. 12.....do... | 50 | ..... | ..... | ..... |
| 51 | 1½-inch, No. 13.....do... | 12 | ..... | ..... | ..... |

[a] 8 by 14 feet, double beam. [b] 8 by 22 feet, double beam. [c] 8 by 14 feet, compound beam.
[d] 8 by 22 feet, compound beam. [e] 16 by 8 feet. [f] 22 by 8 feet. [g] 22 by 10 feet.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Fred K. Maus. | Robert M. Fair. | N. B. Gaston's Sons Co. | Cincinnati Tool Co. | Steven M. Perrigo. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago. | | All points. | | Chicago. | Omaha. | Chicago. | Omaha. | |
| | | | | 1.38 | | **1.26** | | 1 |
| | | | | | | 1.44 | | 2 |
| | | | | 1.67 | | **1.48** | | 3 |
| | | | | | | 1.71 | | 4 |
| | | | | .90 | .82 | .47 | .875 | 5 |
| | | | | .80 | | .70 | .71 | 6 |
| | | | | .63 | | .90 | | 7 |
| | | | | .115 | | **.19** | .16⅜ | 8 |
| | | | | | | .08½ | | 9 |
| | | | | | | **.73** | | 10 |
| | | | | | | .51 | | 11 |
| | | | | | | | | 12 |
| | | | | 1.07 | .95 | .50 | .77 | 13 |
| | | | | .685 | | .78 | | 14 |
| | | | | | | 1.06 | | 15 |
| | | | | | | **2.50** | | 16 |
| | | | | | | **1.75** | | 17 |
| | | a 184.00 | | | | h 54.00 | | 18 |
| | | b 320.00 | | | | i 66.00 | | 19 |
| | | c 224.00 | | | | | | 20 |
| | | d 360.00 | | | | | | 21 |
| | | | | | | **1.75** | | 22 |
| | | 32.00 | | | | **j 14.75** | | 23 |
| | | 22.00 | | | | **j 20.50** | | 24 |
| | | 25.00 | | | | **j 24.60** | | 25 |
| | | | | | 2.50 | **2.55** | | 26 |
| | | | | | 3.50 | | | 27 |
| | | | .20 | | .07 | .06 | .07½ | 28 |
| | | | | | | **.06½** | .11½ | 29 |
| | | | .25 | | .10 | .085 | .10 | 30 |
| | | | | | | **.09** | .13½ | 31 |
| | | | .33⅓ | | .15 | .125 | .125 | 32 |
| | | | | | | **.105** | .14 7/12 | 33 |
| | | | | | .375 | **.30** | | 34 |
| | | | | | .17 | **.21** | | 35 |
| .05 | .05½ | | | | .057 | **.049** | .05⅜ | 36 |
| .05 | .05¾ | | | | .05⅜ | **.05** | .05¾ | 37 |
| .06 | .05⅜ | | | | .06 | **.05½** | .06 | 38 |
| .06 | .06 | | | | .065 | **.056** | .065 | 39 |
| .07 | .069 | | | | .07⅜ | **.064** | .074 | 40 |
| .075 | .07⅜ | | | | .079 | **.069** | .079 | 41 |
| .08 | .077 | | | | .083 | **.072** | .083 | 42 |
| .085 | .08 | | | | .085 | **.074** | .085 | 43 |
| .10 | .08½ | | | | .095 | **.08½** | .094 | 44 |
| .10 | .097 | | | | .10½ | **.09** | .10½ | 45 |
| .10 | .10 | | | | .10½ | **.094** | .10½ | 46 |
| .11 | .109 | | | | .117 | **.10** | .117 | 47 |
| .12 | .117 | | | | .12⅜ | **.109** | .126 | 48 |
| .14 | .13 | | | | .14 | **.12** | .14 | 49 |
| .15 | .143 | | | | .153 | **.13** | .153 | 50 |
| .165 | .155 | | | | .16⅜ | **.145** | .16⅜ | 51 |

h 8 by 16 feet } Chicago Scale Co., Standard.
i 8 by 22 feet }

j Chicago Scale Co., Standard.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | | Quantity awarded. | Roy C. Martin. | William T. Gormley. | Manhattan Supply Co. |
|---|---|---|---|---|---|---|
| | | | | Points of delivery. | | |
| | | | | Chicago. | | |
| | Screws, wood, iron: | | | | | |
| 1 | 2-inch, No. 13 | gross.. | 45 | ..... | ..... | ..... |
| 2 | 2-inch, No. 14 | do... | 20 | ..... | ..... | ..... |
| 3 | 2½-inch, No. 14 | do... | 20 | ..... | ..... | ..... |
| 4 | 2½-inch, No. 15 | do... | 9 | ..... | ..... | ..... |
| 5 | 2½-inch, No. 14 | do... | 22 | ..... | ..... | ..... |
| 6 | 2½-inch, No. 15 | do... | 9 | ..... | ..... | ..... |
| 7 | 3-inch, No. 16 | do... | 15 | ..... | ..... | ..... |
| 8 | 3-inch, No. 13 | do... | 4 | ..... | ..... | ..... |
| 9 | Shears, 8-inch, c. s., trimmer's, straight, full size, good quality | doz.. | 30 | ..... | 2.49 | 3.70 |
| 10 | | | | | | 4.10 |
| 11 | | | | | | 4.60 |
| 12 | | | | | | 5.40 |
| 13 | Shears, 10-inch, c. s., trimmer's, straight, full size, good quality | doz.. | 14 | ..... | 3.74 | 5.60 |
| 14 | | | | | | 6.20 |
| 15 | | | | | | 6.90 |
| 16 | | | | | | 8.40 |
| | Shoes, horse, light, assorted, front and hind, per 100 pounds: | | | | | |
| 17 | No. 0 | lbs.. | 2,350 | 3.70 | ..... | ..... |
| 18 | No. 1 | do... | 4,000 | 3.70 | ..... | ..... |
| 19 | No. 2 | do... | 4,950 | 3.70 | ..... | ..... |
| 20 | No. 3 | do... | 4,250 | 3.70 | ..... | ..... |
| 21 | No. 4 | do... | 2,650 | 3.70 | ..... | ..... |
| 22 | No. 5 | do... | 1,350 | 3.70 | ..... | ..... |
| 23 | No. 6 | do... | 850 | 3.70 | ..... | ..... |
| | Shoes, mule, per 100 pounds: | | | | | |
| 24 | No. 2 | lbs.. | (†) | ..... | ..... | ..... |
| 25 | No. 3 | do... | 200 | 3.70 | ..... | ..... |
| 26 | No. 4 | do... | 100 | 3.70 | ..... | ..... |
| 27 | Shovels, fire, hand, long handle | doz... | 31 | ..... | ..... | ..... |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | Sieves, iron wire, 18-mesh, tin frames | do... | 15 | ..... | ..... | ..... |
| 31 | Spirit levels, with plumb, 30-inch | No.. | 37 | ..... | ..... | ..... |
| 32 | | | | | | |
| 33 | Spoke pointers, adjustable | do... | 11 | ..... | ..... | ..... |
| 34 | | | | | | |
| 35 | | | | | | |
| 36 | | | | | | |
| 37 | Springs, door, spiral, heavy | doz.. | 40 | ..... | 2.16 | ..... |
| 38 | | | | | | |
| 39 | | | | | | |
| | Squares: | | | | | |
| 40 | Bevel, sliding T, 10-inch | No.. | 20 | ..... | ..... | ..... |
| 41 | Framing, steel, 2 inches wide | do... | 40 | ..... | ..... | ..... |
| 42 | | | | | | |
| 43 | Panel, 15-inch | do... | 10 | ..... | ..... | ..... |
| 44 | Try, 4½-inch | do... | 18 | ..... | ..... | ..... |
| 45 | Try and miter, 7½-inch | do... | 18 | ..... | ..... | ..... |
| 46 | Try, 10-inch | do... | 18 | ..... | ..... | ..... |
| 47 | Staples, wrought-iron, 3 inches long | doz.. | 120 | ..... | ..... | ..... |

* Bids on quantities called for *only*.
† None wanted.

[a] For the lot.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Fred K. Maus. | Robert M. Fair. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | Cincinnati Tool Co. | Frank Gould. | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| Chicago. | | Omaha.* | Chicago. | Omaha. | Chicago. | | |
| .18 | .172 | .185 | .16 | .185 | ..... | ..... | 1 |
| .21 | .197 | .211 | .18 | .211 | ..... | ..... | 2 |
| .22 | .205 | .22 | .19 | .22 | ..... | ..... | 3 |
| .25 | .239 | .256 | .22 | .25¾ | ..... | ..... | 4 |
| .23 | .219 | .234 | .20 | .234 | ..... | ..... | 5 |
| .27 | .256 | .275 | .23 | .275 | ..... | ..... | 6 |
| .345 | .323 | .346 | .30 | .34½ | ..... | ..... | 7 |
| .46 | .428 | .459 | .39 | .459 | ..... | ..... | 8 |
| ..... | ..... | 1.45 | 2.81 | 4.00 | ..... | ..... | 9 |
| | | 3.65 | | | | | 10 |
| | | | | | | | 11 |
| | | | | | | | 12 |
| ..... | ..... | 5.75 | 4.45 | ..... | ..... | ..... | 13 |
| | | | | | | | 14 |
| | | | | | | | 15 |
| | | | | | | | 16 |
| 3.70 | ..... | ..... | 3.65 | ..... | ..... | ..... | 17 |
| 3.70 | ..... | ..... | 3.65 | ..... | ..... | ..... | 18 |
| 3.45 | ..... | ..... | 3.40 | ..... | ..... | ..... | 19 |
| 3.45 | ..... | ..... | 3.40 | ..... | ..... | ..... | 20 |
| 3.45 | ..... | ..... | 3.40 | ..... | ..... | ..... | 21 |
| 3.45 | ..... | ..... | 3.40 | ..... | ..... | ..... | 22 |
| 3.45 | ..... | ..... | 3.40 | ..... | ..... | ..... | 23 |
| 3.90 | ..... | ..... | ..... | ..... | ..... | ..... | 24 |
| 3.90 | ..... | ..... | 3.65 | ..... | ..... | ..... | 25 |
| 3.90 | ..... | ..... | 3.65 | ..... | ..... | ..... | 26 |
| ..... | ..... | ..... | 1.25 | .70 | ..... | ..... | 27 |
| | | | .88 | 1.05 | | | 28 |
| | | | 1.10 | | | | 29 |
| ..... | ..... | ..... | 1.15 | ..... | ..... | 1.45 | 30 |
| ..... | ..... | ..... | .24 | .875 | ..... | ..... | 31 |
| | | | .30 | | | | 32 |
| ..... | ..... | ..... | .42 | ..... | a 5.67 | ..... | 33 |
| | | | | | a 6.19 | | 34 |
| | | | | | a 4.34 | | 35 |
| | | | | | a 4.95 | | 36 |
| ..... | ..... | ..... | .60 | .40 | ..... | ..... | 37 |
| | | | .89 | .45 | | | 38 |
| | | | 1.20 | | | | 39 |
| ..... | ..... | ..... | .145 | .175 | ..... | ..... | 40 |
| ..... | ..... | ..... | .46 | .48 | ..... | ..... | 41 |
| | | | .88 | | | | 42 |
| ..... | ..... | ..... | .28 | ..... | ..... | ..... | 43 |
| ..... | ..... | ..... | .085 | .09 | ..... | ..... | 44 |
| ..... | ..... | ..... | .20 | .23¾ | ..... | ..... | 45 |
| ..... | ..... | ..... | .16 | .17½ | ..... | ..... | 46 |
| ..... | ..... | ..... | .02¼ | .02½ | ..... | ..... | 47 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan-Buck Manufacturing Co. | Fred K. Maus. | Tuthill Spring Co. | Harry B. Lyford. | William T. Gormley. | Robert M. Fair. | John W. Scott. | William M. Glass. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | | |
| | | | St. L. | Chicago. | | | | | | Omaha.* | | |
| | Steel, cast, bar: | | | | | | | | | | | |
| 1 | ⅜ by 3 inches.lbs.. | 75 | .06 | a6.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 |
| 2 | ⅜ by 4 inches.do.. | 25 | .06 | a6.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 2 |
| 3 | ⅜ by 1 inch ..do.. | 125 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 3 |
| | Steel, cast, octagon: | | | | | | | | | | | |
| 4 | ⅜-inch.....lbs.. | 210 | .06 | a6.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 4 |
| 5 | ½-inch .....do.. | 290 | .055 | a5.95 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 5 |
| 6 | ⅝-inch .....do.. | 645 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 6 |
| 7 | ¾-inch .....do.. | 810 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 7 |
| 8 | 1-inch .....do.. | 455 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 8 |
| 9 | 1¼-inch .....do.. | 155 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 9 |
| | Steel, cast, square: | | | | | | | | | | | |
| 10 | ⅜-inch.....lbs.. | 45 | .06 | a6.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 10 |
| 11 | ½-inch .....do.. | 75 | .055 | a5.95 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 11 |
| 12 | ⅝-inch .....do.. | 145 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 12 |
| 13 | ¾-inch .....do.. | 300 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 13 |
| 14 | 1-inch .....do.. | 625 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 14 |
| 15 | 1¼-inch .....do.. | 335 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 15 |
| 16 | 2-inch .....do.. | 650 | .05 | a5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 16 |
| | Steel plow: | | | | | | | | | | | |
| 17 | ¼ by 3 inches.do.. | 150 | ..... | a2.95 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 17 |
| 18 | ¼ by 4 inches.do.. | 275 | ..... | a2.95 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 18 |
| 19 | ¼ by 5 inches.do.. | 160 | ..... | a2.95 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 19 |
| 20 | ¼ by 6 inches.do.. | 850 | ..... | a2.95 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 20 |
| | Steel, spring: | | | | | | | | | | | |
| 21 | ¼ by 1 inch ..do.. | 50 | ..... | a3.35 | .025 | ..... | ..... | ..... | ..... | ..... | ..... | 21 |
| 22 | ¼ by 1½ inches.do.. | 100 | ..... | a3.35 | .025 | ..... | ..... | ..... | ..... | ..... | ..... | 22 |
| 23 | ¼ by 1¾ inches.do.. | 150 | ..... | a3.35 | .025 | ..... | ..... | ..... | ..... | ..... | ..... | 23 |
| 24 | ¼ by 1⅞ inches.do.. | 50 | ..... | a3.35 | .025 | ..... | ..... | ..... | ..... | ..... | ..... | 24 |
| 25 | ¼ by 2 inches.do.. | 200 | ..... | a3.35 | .025 | ..... | ..... | ..... | ..... | ..... | ..... | 25 |
| 26 | Steels, butcher's, 12-inch, stag handle .....No.. | 35 | ..... | ..... | ..... | .68 | ..... | ..... | ..... | ..... | ..... | 26 |
| | Stocks and dies, blacksmith's: | | | | | | | | | | | |
| 27 | To cut 1 inch to ⅞ inch, L. H., and 1 inch to ⅞ inch. R. H., 6 taps and 3 dies each .....No.. | 4 | ..... | 4.05 | ..... | 4.05 | ..... | ..... | ..... | ..... | ..... | 27 |
| 28 | To cut ⅞ inch to 15/16 inch, L. H., and ⅞ inch to ⅞ inch, R. H., 6 taps and 3 dies each .....No.. | 10 | ..... | 2.02 | ..... | 2.08 | ..... | ..... | ..... | ..... | ..... | 28 |
| 29 | Swage block, blacksmith's, per pound.....No.. | (†) | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 29 |
| 30 | Tacks, iron wire, brass heads, upholsterer's, size No. 43, per M .....M.. | 65 | ..... | ..... | ..... | .33 | .39 | .33 | .345 | .44 | .50 | 30 |
| | Tacks, cut, full half weight, per dozen papers: | | | | | | | | | | | |
| 31 | 4-ounce, doz. papers ..... | 72 | ..... | ..... | ..... | .08 | .20 | .096 | .095 | .11 | .113 | 31 |
| 32 | 6-ounce, doz. papers ..... | 135 | ..... | ..... | ..... | .10 | .26 | .116 | .12 | .135 | .135 | 32 |
| 33 | 8-ounce, doz. papers ..... | 135 | ..... | ..... | ..... | .12 | .14 | .141 | .155 | .16 | .165 | 33 |
| 34 | 10-ounce, doz. papers ..... | 85 | ..... | ..... | ..... | .14 | ..... | .167 | ..... | .19 | .195 | 34 |
| 35 | 12-ounce, doz. papers ..... | 55 | ..... | ..... | ..... | .16 | ..... | .19½ | ..... | .23 | .225 | 35 |

* Bids on quantity called for only. † No bid received. a Per hundredweight.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Roy C. Martin. | Fred K. Mans. | Robert M. Fair. | Harry B. Lyford. | John H. Harberg. | William M. Glass. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | | | | Omaha.* | | |
| 1 | Tape measures, 75-foot, leather case..No.. | 30 | ..... | ..... | ..... | .46 | .51 | ..... | 1 |
| 2 | Tire shrinkers .....do.. | 4 | ..... | 6.60 | ..... | ..... | ..... | ..... | 2 |
| | Toe calks, steel: | | | | | | | | |
| 3 | No. 1 .....lbs.. | 365 | .0675 | a4.15 | ..... | a4.15 | ..... | ..... | 3 |
| 4 | | | .04 | | | | | | 4 |
| 5 | No. 2.....do... | 490 | .0675 | a4.15 | ..... | a4.15 | ..... | ..... | 5 |
| 6 | | | .04 | | | | | | 6 |
| 7 | No. 3.....do... | 485 | .0675 | a4.15 | ..... | a4.15 | ..... | ..... | 7 |
| 8 | | | .04 | | | | | | 8 |
| | Trowels: | | | | | | | | |
| 9 | Brick, 10½-inch .....No.. | 35 | ..... | ..... | ..... | .275 | ..... | ..... | 9 |
| 10 | Plastering, 10½-inch.....do... | 33 | ..... | ..... | ..... | .275 | ..... | ..... | 10 |
| 11 | Tuyeres (tweer), iron, duck's-nest pattern, single, No. 2, heavy .....No.. | 17 | .40 | ..... | ..... | .32 | ..... | ..... | 11 |
| 12 | | | | | | .48 | | | 12 |
| | Vises, blacksmith's, solid box: | | | | | | | | |
| 13 | 6-inch jaw, per pound .....do.. | 5 | ..... | 9.65 | ..... | 8.91 | ..... | ..... | 13 |
| 14 | 4½-inch jaw, per pound .....do.. | 5 | ..... | 5.00 | ..... | 4.67 | ..... | ..... | 14 |
| | Vises: | | | | | | | | |
| 15 | Carpenter's, oval slide, 4-inch jaw.do.. | 13 | ..... | ..... | ..... | 1.93 | ..... | ..... | 15 |
| 16 | Gunsmith's, parallel filers, 4-inch jaw.....No.. | 2 | ..... | ..... | ..... | 1.93 | ..... | ..... | 16 |
| | Washers, iron: | | | | | | | | |
| 17 | For ¼-inch bolt .....lbs.. | 300 | ..... | a5.90 | .064 | .062 | .055 | ..... | 17 |
| 18 | For ⅜-inch bolt.....do.. | 230 | ..... | a5.10 | .065 | .054 | .05 | ..... | 18 |
| 19 | For ½-inch bolt.....do.. | 320 | ..... | a4.20 | .056 | .045 | .045 | ..... | 19 |
| 20 | For ⅝-inch bolt.....do.. | 575 | ..... | a2.90 | .038 | .032 | .03½ | ..... | 20 |
| 21 | For ¾-inch bolt.....do.. | 370 | ..... | a2.50 | .028 | .028 | .028 | ..... | 21 |
| 22 | For 1-inch bolt.....do.. | 175 | ..... | a2.50 | .028 | .028 | ..... | ..... | 22 |
| | Wedges, wood chopper's, solid steel, per pound: | | | | | | | | |
| 23 | 5-pound .....No.. | 15 | ..... | .0275 | ..... | .025 | ..... | ..... | 23 |
| 24 | 6-pound.....do.. | 2 | ..... | .0275 | ..... | .025 | ..... | ..... | 24 |
| 25 | Well wheels, 10-inch.....do.. | 2 | ..... | ..... | ..... | .15 | ..... | .19 | 25 |
| | Wire, annealed: | | | | | | | | |
| 26 | No. 16 gauge.....lbs.. | 220 | ..... | ..... | ..... | .0285 | ..... | ..... | 26 |
| 27 | No. 20 gauge .....do.. | 85 | ..... | ..... | ..... | .04½ | ..... | ..... | 27 |
| 28 | No. 24 gauge .....do.. | 75 | ..... | ..... | ..... | .05½ | ..... | ..... | 28 |
| | Wire, bright iron: | | | | | | | | |
| 29 | No. 3 gauge.....do.. | 80 | ..... | ..... | ..... | .024 | ..... | ..... | 29 |
| 30 | No. 6 gauge .....do.. | 110 | ..... | ..... | ..... | .024 | ..... | ..... | 30 |
| 31 | No. 7 gauge .....do.. | 10 | ..... | ..... | ..... | .024 | ..... | ..... | 31 |
| 32 | No. 8 gauge .....do.. | 75 | ..... | ..... | ..... | .024 | ..... | ..... | 32 |
| 33 | No. 9 gauge .....do.. | 110 | ..... | ..... | ..... | .024 | ..... | ..... | 33 |
| 34 | No. 10 gauge .....do.. | 300 | ..... | ..... | ..... | .02½ | ..... | ..... | 34 |
| 35 | No. 11 gauge .....do.. | 50 | ..... | ..... | ..... | .02½ | ..... | ..... | 35 |
| 36 | No. 12 gauge .....do.. | 125 | ..... | ..... | ..... | .028 | ..... | ..... | 36 |
| 37 | No. 14 gauge .....do.. | 110 | ..... | ..... | ..... | .03 | ..... | ..... | 37 |
| 38 | No. 16 gauge .....do.. | 95 | ..... | ..... | ..... | .034 | ..... | ..... | 38 |
| 39 | No. 18 gauge.....do.. | 100 | ..... | ..... | ..... | .03½ | ..... | ..... | 39 |
| 40 | Wire cloth, for screens, painted....sq. ft.. | 40,000 | ..... | ..... | b.99 | b.94 | ..... | b.97 | 40 |
| 41 | | | | | | b.94 | | | 41 |

* Bids on quantities called for *only*. a Per hundredweight. b Per 100 square feet.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan Buck Manufacturing Co. | William T. Gormley. | Fred K. Maus. | William M. Glass. | Harry B. Lyford. | John H. Harberg. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | St. Louis. | Chicago. | | Omaha. | Chicago. | Omaha. | |
| | Wire, two-point barbed, galvanized: | | | | | | | | |
| 1 | For hog fence: main wires not larger than 12½ gauge; barbs not larger than 13½ gauge; space between barbs not to exceed 3 inches; samples in one-rod lengths required.....lbs.. | 9,800 | ..... | ..... | ..... | b3.32 | **b.0306** | b3.35 | 1 |
| 2 | | | | | | b3.37 | b.0306 | b3.40 | 2 |
| 3 | | | | | | b3.37 | | | 3 |
| 4 | For cattle fence; main wires not larger than 12½ gauge; barbs not larger than 13½ gauge; space between barbs not to exceed 5 inches; samples in one-rod lengths required.....lbs.. | 101,500 | ..... | ..... | ..... | b3.32 | **b.0306** | b3.35 | 4 |
| 5 | | | | | | b3.37 | b.0306 | b3.40 | 5 |
| 6 | | | | | | b3.37 | | | 6 |
| 7 | Wire-fence staples, 1½-inch, steel, galvanized .....lbs.. | 9,100 | ..... | ..... | ..... | b3.07 | **b2.78** | b3.05 | 7 |
| 8 | Wire-fence stretchers.....No.. | 55 | ..... | ..... | ..... | .40 | **.33⅓** | .50 | 8 |
| 9 | | | | | | | .33⅓ | .35 | 9 |
| | Wrenches, screw, black: | | | | | | | | |
| 10 | 8-inch .....No.. | 60 | a3.60 | .21 | a2.25 | .19 | .17½ | .18¾ | 10 |
| 11 | | | | | | | **.24** | | 11 |
| 12 | | | | | | | .32 | | 12 |
| 13 | 10-inch.....do... | 42 | a4.82 | .25 | a2.70 | .23 | .20¾ | .225 | 13 |
| 14 | | | | | | | **.28** | | 14 |
| 15 | | | | | | | .39 | | 15 |
| 16 | 12-inch.....do... | 38 | a5.00 | .29 | a3.15 | .27 | .24½ | .26¼ | 16 |
| 17 | | | | | | | **.34** | | 17 |
| 18 | | | | | | | .45 | | 18 |
| 19 | 15-inch.....do... | 37 | a8.60 | .50 | a5.40 | .47 | .415 | .45 | 19 |
| 20 | | | | | | | **.58** | | 20 |
| 21 | | | | | | | .70 | | 21 |
| | *Additional articles.* | | | | | | | | |
| | Iron: | | | | | | | | |
| 22 | Flat bar, round edge, ½ by 1½ inches; in 14 and 16 foot lengths, per 100 pounds .....lbs.. | 7,500 | ..... | ..... | **2.00** | ..... | ..... | ..... | 22 |
| 23 | Band, ⅜ by 1⅜ inch, per 100 pounds.do... | 1,250 | ..... | ..... | **2.50** | ..... | ..... | ..... | 23 |
| 24 | Flat bar, ½ by 1 inch, per 100 pounds .....lbs.. | 1,600 | ..... | ..... | **2.30** | ..... | ..... | ..... | 24 |
| 25 | Chains, log, ½-inch, short links, with swivel, ordinary hook and grab hook, per pound.....No.. | 24 | ..... | ..... | ..... | ..... | **.0355** | ..... | 25 |

a Per dozen. b Per cwt.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan Buck Manufacturing Co. | Albert D. Sanders. | Crane Co. | Harry B. Lyford. | William T. Gormley. | Fred K. Maus. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | St. Louis. | Chicago. | | | | | |
| | *Plumbers', steam and gas fitters' tools, fittings, and supplies.* | | | | | | | | |
| 1 | Blast furnace, combination, hot blast, complete, with fire pot ....No.. | 5 | ..... | 2.90 | ..... | **3.75** | ..... | ..... | 1 |
| 2 | Cement, gas fitters', in 5-pound packages ....lbs.. | 90 | ..... | **.32** | ..... | ..... | ..... | ..... | 2 |
| | Cutter, pipe, 3-wheel: | | | | | | | | |
| 3 | To cut ⅛ to 1 inch....No.. | 1 | 1 00 | ..... | **.96** | 1.57 | ..... | ..... | 3 |
| 4 | To cut ⅛ to 2 inches....do... | 14 | 1.30 | 1.37 | **1.28** | 2.32 | ..... | ..... | 4 |
| | Ladles, melting: | | | | | | | | |
| 5 | 4-inch....do... | 2 | ..... | **.20** | ..... | ..... | ..... | ..... | 5 |
| 6 | 8-inch....do... | 1 | ..... | **1.18** | ..... | ..... | ..... | ..... | 6 |
| | Pliers, gas: | | | | | | | | |
| 7 | 6-inch....do... | 8 | ..... | .17 | .165 | **.16** | ..... | ..... | 7 |
| 8 | 12-inch....do... | 11 | ..... | .35 | .33 | **.30** | ..... | ..... | 8 |
| | Rachets, sleeve: | | | | | | | | |
| 9 | Handle 10 inches long ....do... | 5 | ..... | **3.90** | 3.59 | ..... | ..... | ..... | 9 |
| 10 | Handle 17 inches long ....do... | 1 | ..... | **6.82** | 6.50 | ..... | ..... | ..... | 10 |
| | Reamers, pipe: | | | | | | | | |
| 11 | ¼-inch....do... | 4 | .30 | **.315** | .27 | ..... | ..... | ..... | 11 |
| 12 | ⅜-inch....do... | 9 | .40 | **.415** | .36 | ..... | ..... | ..... | 12 |
| 13 | ½-inch....do... | 6 | .50 | **.515** | .45 | ..... | ..... | ..... | 13 |
| 14 | 1¼-inch....do... | 6 | .60 | **.625** | .53 | ..... | ..... | ..... | 14 |
| 15 | 1½-inch....do... | 4 | .74 | **.715** | .66 | ..... | ..... | ..... | 15 |
| 16 | 2-inch....do... | 3 | 1.12 | **1.034** | .89 | ..... | ..... | ..... | 16 |
| | Stocks and dies (solid): | | | | | | | | |
| 17 | ¾ to 1-inch ....do... | 7 | **2.85** | 3.02 | 2.87 | ..... | ..... | ..... | 17 |
| 18 | 1¼ to 2-inch....do... | 8 | **3.80** | 4.02 | 3.82 | ..... | ..... | ..... | 18 |
| | Taps, pipe: | | | | | | | | |
| 19 | ¼-inch....do... | 7 | .30 | **.305** | .27 | ..... | ..... | ..... | 19 |
| 20 | ⅜-inch....do... | 10 | .40 | **.412** | .36 | ..... | ..... | ..... | 20 |
| 21 | ½-inch....do... | 7 | .50 | **.515** | .45 | ..... | ..... | ..... | 21 |
| 22 | 1¼-inch....do... | 6 | .60 | **.625** | .53 | ..... | ..... | ..... | 22 |
| 23 | 1½-inch....do... | 9 | .74 | **.745** | .66 | ..... | ..... | ..... | 23 |
| 24 | 2-inch....do... | 5 | 1.12 | **.995** | .89 | ..... | ..... | ..... | 24 |
| 25 | Vises, pipe, malleable iron, to hold ¼ to 2-inch pipe ....No... | 7 | **1.40** | 1.79 | 1.80 | ..... | ..... | ..... | 25 |
| | Wrenches, pipe: | | | | | | | | |
| 26 | 10-inch....do... | 17 | .75 | **.72** | .80 | .725 | .81 | .80 | 26 |
| 27 | | | | .72 | | .75 | | | 27 |
| 28 | 18-inch....do... | 25 | 1.30 | **1.44** | 1.41 | 1.29 | 1.44 | 1.40 | 28 |
| 29 | | | | 1.44 | | 1.32 | | | 29 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Albert D. Sanders. | Crane Co. | Number. |
|---|---|---|---|---|---|
| | | | Point of delivery. | | |
| | | | Chicago. | | |
| | *Pipe fittings.* | | | | |
| | Bibbs, lever handle, plain, finished, for iron pipe: | | | | |
| 1 | ½-inch ..... No.. | 35 | .403 | .405 | 1 |
| 2 | ¾-inch ..... do... | 170 | .616 | .62 | 2 |
| 3 | 1-inch ..... do... | 38 | .923 | .93 | 3 |
| | Bibbs, lever handle, plain, finished, for lead pipe: | | | | |
| 4 | ½-inch ..... do... | 12 | .437 | ..... | 4 |
| 5 | ¾-inch ..... do... | 12 | .70 | ..... | 5 |
| 6 | 1-inch ..... do... | (a) | 1.05 | ..... | 6 |
| | Bibbs, compression, plain, finished, for iron pipe: | | | | |
| 7 | ½-inch ..... do... | 220 | .305 | .34 | 7 |
| 8 | ¾-inch ..... do... | 300 | .501 | .525 | 8 |
| 9 | 1 inch ..... do... | 65 | .945 | .97 | 9 |
| | Bibbs, compression, plain, finished, for lead pipe: | | | | |
| 10 | ½-inch ..... do... | 3 | .305 | ..... | 10 |
| 11 | ¾-inch ..... do... | 3 | .515 | ..... | 11 |
| 12 | 1-inch ..... do... | 1 | .955 | ..... | 12 |
| | Boiler elbows, with unions, malleable iron, bent, male: | | | | |
| 13 | ½-inch ..... do... | 7 | .162 | .13 | 13 |
| 14 | ¾-inch ..... do... | 37 | .162 | .16 | 14 |
| 15 | 1-inch ..... do... | 30 | .162 | .16 | 15 |
| | Boiler couplings, with unions, malleable iron, straight, male: | | | | |
| 16 | ½-inch ..... No.. | 2 | .162 | .13 | 16 |
| 17 | ¾-inch ..... do... | 20 | .162 | .16 | 17 |
| 18 | 1-inch ..... do... | 11 | .162 | .16 | 18 |
| | Bushings, malleable iron: | | | | |
| 19 | ¼ by ⅜ inch ..... do... | 500 | .0135 | .015 | 19 |
| 20 | ⅜ by 1 inch ..... do... | 535 | .0165 | .01⅜ | 20 |
| 21 | 1 by 1¼ inch ..... do... | 480 | .019 | .02 | 21 |
| 22 | 1¼ by 1½ inches ..... do... | 330 | .0245 | .025 | 22 |
| 23 | 1½ by 2 inches ..... do... | 235 | .039 | .04 | 23 |
| | Caps, malleable iron, black: | | | | |
| 24 | ½-inch ..... do... | 150 | .0122 | .01¼ | 24 |
| 25 | ¾-inch ..... do... | 245 | .0195 | .02 | 25 |
| 26 | 1-inch ..... do... | 210 | .028 | .03 | 26 |
| 27 | 1¼-inch ..... do... | 85 | .0385 | .04 | 27 |
| 28 | 1½-inch ..... do... | 65 | .0575 | .06 | 28 |
| 29 | 2-inch ..... do... | 90 | .0785 | .08 | 29 |
| | Caps, malleable iron, galvanized: | | | | |
| 30 | ½-inch ..... do... | 100 | .019 | .02 | 30 |
| 31 | ¾-inch ..... do... | 150 | .028 | .03 | 31 |
| 32 | 1-inch ..... do... | 90 | .041 | .04½ | 32 |
| 33 | 1¼-inch ..... do... | 25 | .058 | .06 | 33 |
| 34 | 1½-inch ..... do... | 22 | .0975 | .095 | 34 |
| 35 | 2-inch ..... do... | 24 | .122 | .13 | 35 |

[a] None wanted.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Albert D. Sanders. | Crane Co. | Number. |
|---|---|---|---|---|---|
| | | | Point of delivery. | | |
| | | | Chicago. | | |
| | Couplings, wrought iron: | | | | |
| 1 | ½-inch ..... No.. | 145 | .019 | .02 | 1 |
| 2 | ¾-inch ..... do... | 285 | .025 | .03 | 2 |
| 3 | 1-inch ..... do... | 245 | .035 | .03¾ | 3 |
| 4 | 1¼-inch ..... do... | 120 | .045 | .05 | 4 |
| 5 | 1½-inch ..... do... | 80 | .058 | .06 | 5 |
| 6 | 2-inch ..... do... | 65 | .075 | .08 | 6 |
| | Couplings, wrought iron, galvanized: | | | | |
| 7 | ½-inch ..... do... | 175 | .0275 | .03 | 7 |
| 8 | ¾-inch ..... do... | 345 | .0355 | .03¾ | 8 |
| 9 | 1-inch ..... do... | 165 | .049 | .05 | 9 |
| 10 | 1¼-inch ..... do... | 60 | .07 | .07 | 10 |
| 11 | 1½-inch ..... do... | 68 | .089 | .09 | 11 |
| 12 | 2-inch ..... do... | 86 | .11 | .115 | 12 |
| | Couplings, R. & L., malleable iron, black: | | | | |
| 13 | ½-inch ..... do... | 18 | .0197 | .02 | 13 |
| 14 | ¾-inch ..... do... | 67 | .029 | .03 | 14 |
| 15 | 1-inch ..... do... | 60 | .0385 | .04 | 15 |
| 16 | 1¼-inch ..... do... | 55 | .06 | .06¼ | 16 |
| 17 | 1½-inch ..... do... | 60 | .0875 | .09 | 17 |
| 18 | 2-inch ..... do... | 35 | .1275 | .13 | 18 |
| | Couplings, R. & L., malleable iron, galvanized: | | | | |
| 19 | ½-inch ..... do... | 25 | .024 | .025 | 19 |
| 20 | ¾-inch ..... do... | 60 | .04 | .04¼ | 20 |
| 21 | 1-inch ..... do... | 70 | .061 | .06¼ | 21 |
| 22 | 1¼-inch ..... do... | 42 | .085 | .18¾ | 22 |
| 23 | 1½-inch ..... do... | 12 | .138 | .13¾ | 23 |
| 24 | 2-inch ..... do... | 43 | .18 | .18¾ | 24 |
| | Crosses, malleable iron, black: | | | | |
| 25 | ½-inch ..... do... | 6 | .0285 | .03 | 25 |
| 26 | ¾-inch ..... do... | 15 | .049 | .05 | 26 |
| 27 | 1 inch ..... do... | 38 | .073 | .075 | 27 |
| 28 | 1¼-inch ..... do... | 25 | .105 | .10 | 28 |
| | Crosses, malleable iron, galvanized: | | | | |
| 29 | ½-inch ..... do... | 30 | .041 | .04¼ | 29 |
| 30 | ¾-inch ..... do... | 100 | .061 | .06¼ | 30 |
| 31 | 1-inch ..... do... | 25 | .105 | .11 | 31 |
| 32 | 1¼-inch ..... do... | 1 | .14 | .15 | 32 |
| 33 | 1½-inch ..... do... | 9 | .215 | .225 | 33 |
| 34 | 2-inch ..... do... | 11 | .365 | .375 | 34 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Albert D. Sanders. | Crane Co. | Number. |
|---|---|---|---|---|---|
| | | | Point of delivery. Chicago. | | |
| | **Elbows, malleable iron, black:** | | | | |
| 1 | ¼-inch ..... No.. | 360 | .024 | .025 | 1 |
| 2 | ⅜-inch ..... do... | 405 | .0365 | .0375 | 2 |
| 3 | 1-inch ..... do... | 430 | .0525 | .055 | 3 |
| 4 | 1¼-inch ..... do... | 220 | .06 | .06¼ | 4 |
| 5 | 1½-inch ..... do... | 145 | .0875 | .0875 | 5 |
| 6 | 2-inch ..... do... | 105 | .12 | .125 | 6 |
| | **Elbows, malleable iron, galvanized:** | | | | |
| 7 | ¼-inch ..... do... | 220 | .0325 | .035 | 7 |
| 8 | ⅜-inch ..... do... | 575 | .048 | .05 | 8 |
| 9 | 1-inch ..... do... | 280 | .075 | .08 | 9 |
| 10 | 1¼-inch ..... do... | 170 | .10 | .10 | 10 |
| 11 | 1½-inch ..... do... | 115 | .145 | .15 | 11 |
| 12 | 2-inch ..... do... | 150 | .215 | .225 | 12 |
| | **Elbows, R. & L., malleable iron, black:** | | | | |
| 13 | ¼-inch ..... do... | 12 | .0285 | .03 | 13 |
| 14 | ⅜-inch ..... do... | 22 | .041 | .04¼ | 14 |
| 15 | 1-inch ..... do... | 95 | .06 | .06¼ | 15 |
| 16 | 1¼-inch ..... do... | 18 | .07 | .075 | 16 |
| 17 | 1½-inch ..... do... | 18 | .095 | .10 | 17 |
| 18 | 2-inch ..... do... | 12 | .16 | .16¼ | 18 |
| | **Elbows, R. & L., malleable iron, galvanized:** | | | | |
| 19 | ¼-inch ..... do... | 12 | .10 | .04 | 19 |
| 20 | ⅜-inch ..... do... | 15 | .14 | .055 | 20 |
| 21 | 1-inch ..... do... | 12 | .21 | .08¼ | 21 |
| 22 | 1¼-inch ..... do... | 25 | .26 | .11¼ | 22 |
| | **Elbows, malleable iron, black, side outlet:** | | | | |
| 23 | ¼-inch ..... do... | 6 | .024 | .025 | 23 |
| 24 | ⅜-inch ..... do... | 15 | .044 | .045 | 24 |
| 25 | 1-inch ..... do... | 18 | .0725 | .075 | 25 |
| 26 | 1¼-inch ..... do... | 70 | .112 | .11¼ | 26 |
| 27 | 1½-inch ..... do... | 3 | .142 | .15 | 27 |
| 28 | 2-inch ..... do... | 15 | .24 | .25 | 28 |
| | **Elbows, malleable iron, galvanized, side outlet:** | | | | |
| 29 | ¼-inch ..... do... | 6 | .05 | .07 | 29 |
| 30 | ⅜-inch ..... do... | 42 | .06 | .11 | 30 |
| 31 | 1-inch ..... do... | 12 | .08 | .17 | 31 |
| 32 | 1¼-inch ..... do... | 6 | .25 | .35 | 32 |
| 33 | 2-inch ..... do... | 10 | .75 | .40 | 33 |
| | **Gas-service cocks, brass, female:** | | | | |
| 34 | ⅜-inch ..... do... | 32 | .315 | .325 | 34 |
| 35 | 1-inch ..... do... | 9 | .415 | .425 | 35 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Albert D. Sanders. | Harry B. Lyford. | Crane Co. | Number. |
|---|---|---|---|---|---|---|
| | | | Point of delivery. | | | |
| | | | Chicago. | | | |
| | **Nipples, shoulder, wrought iron, black:** | | | | | |
| 1 | ¼-inch ..... No.. | 130 | .016 | ..... | .015 | 1 |
| 2 | ⅜-inch ..... do... | 200 | .02 | ..... | .015 | 2 |
| 3 | 1-inch ..... do... | 230 | .031 | ..... | .02 | 3 |
| 4 | 1¼-inch ..... do... | 120 | .04 | ..... | .03 | 4 |
| 5 | 1½-inch ..... do... | 110 | .0475 | ..... | .035 | 5 |
| 6 | 2-inch ..... do... | 110 | .062 | ..... | .05 | 6 |
| | **Nipples, shoulder, wrought iron, galvanized:** | | | | | |
| 7 | ¼-inch ..... do... | 170 | .026 | ..... | .015 | 7 |
| 8 | ⅜-inch ..... do... | 340 | .034 | ..... | .02 | 8 |
| 9 | 1-inch ..... do... | 180 | .047 | ..... | .03 | 9 |
| 10 | 1¼-inch ..... do... | 135 | .072 | ..... | .045 | 10 |
| 11 | 1½-inch ..... do... | 90 | .09 | ..... | .055 | 11 |
| 12 | 2-inch ..... do... | 140 | .115 | ..... | .07½ | 12 |
| | **Pipe, wrought iron, black:** | | | | | |
| 13 | ¼-inch ..... feet.. | 1,595 | .036 | ..... | .03½ | 13 |
| 14 | ⅜-inch ..... do... | 3,500 | .0383 | ..... | .03½ | 14 |
| 15 | 1-inch ..... do... | 3,570 | .0552 | ..... | .04½ | 15 |
| 16 | 1¼-inch ..... do... | 1,790 | .0755 | ..... | .065 | 16 |
| 17 | 1½-inch ..... do... | 480 | .0906 | ..... | .07½ | 17 |
| 18 | 2-inch ..... do... | 1,020 | .122 | ..... | .105 | 18 |
| | **Pipe, wrought iron, galvanized:** | | | | | |
| 19 | ¼-inch ..... do... | 2,610 | .0442 | ..... | .04½ | 19 |
| 20 | ⅜-inch ..... do... | 9,520 | .052 | ..... | .05 | 20 |
| 21 | 1-inch ..... do... | 6,500 | .074 | ..... | .071 | 21 |
| 22 | 1¼-inch ..... do... | 3,360 | .101 | ..... | .09½ | 22 |
| 23 | 1½-inch ..... do... | 1,560 | .121 | ..... | .11½ | 23 |
| 24 | 2-inch ..... do... | 1,465 | .162 | ..... | .155 | 24 |
| | **Pipe, lead, per lb.:** | | | | | |
| 25 | ¼-inch ..... do... | 195 | .0525 | .04½ | ..... | 25 |
| 26 | ⅜-inch ..... do... | 175 | .0525 | .04½ | ..... | 26 |
| 27 | 1-inch ..... do... | 150 | .0525 | .04½ | ..... | 27 |
| 28 | 1¼-inch ..... do... | 200 | .0525 | .04½ | ..... | 28 |
| 29 | 1½-inch ..... do... | 75 | .0525 | .04½ | ..... | 29 |
| 30 | 2-inch ..... do... | 165 | .0525 | .04½ | ..... | 30 |
| | **Plugs, cast iron, black:** | | | | | |
| 31 | ¼-inch ..... No.. | 300 | .00565 | ..... | .00½ | 31 |
| 32 | ⅜-inch ..... do... | 355 | .00585 | ..... | .009 | 32 |
| 33 | 1-inch ..... do... | 285 | .0113 | ..... | .01½ | 33 |
| 34 | 1¼-inch ..... do... | 135 | .0141 | ..... | .015 | 34 |
| 35 | 1½-inch ..... do... | 100 | .0198 | ..... | .021 | 35 |
| 36 | 2-inch ..... do... | 100 | .0282 | ..... | .03 | 36 |
| | **Plugs, cast iron, galvanized:** | | | | | |
| 37 | ¼-inch ..... do... | 120 | .0113 | ..... | .01½ | 37 |
| 38 | ⅜-inch ..... do... | 245 | .0165 | ..... | .01½ | 38 |
| 39 | 1-inch ..... do... | 175 | .0225 | ..... | .02½ | 39 |
| 40 | 1¼-inch ..... do... | 65 | .028 | ..... | .03 | 40 |
| 41 | 1½-inch ..... do... | 40 | .0385 | ..... | .04½ | 41 |
| 42 | 2-inch ..... do... | 95 | .0555 | ..... | .06 | 42 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1908, for furnishing supplies, etc.*—Continued.

[NOTE—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Albert D. Sanders. | Crane Co. | Number. |
|---|---|---|---|---|---|
| | | | Point of delivery. Chicago. | | |
| | Reducers, malleable iron, black: | | | | |
| 1 | ¼ by ⅜ inch ..... No.. | 95 | .0243 | .025 | 1 |
| 2 | ⅜ by 1 inch ..... do... | 125 | .0355 | .04 | 2 |
| 3 | 1 by 1¼ inches ..... do... | 70 | .0485 | .05 | 3 |
| 4 | 1¼ by 1½ inches ..... do... | 35 | .065 | .07 | 4 |
| 5 | 1½ by 2 inches ..... do... | 20 | .11 | .11 | 5 |
| | Reducers, malleable iron, galvanized: | | | | |
| 6 | ¼ by ⅜ inch ..... do... | 170 | .0355 | .03¾ | 6 |
| 7 | ⅜ by 1 inch ..... do... | 245 | .06 | .06¼ | 7 |
| 8 | 1 by 1¼ inches ..... do... | 80 | .083 | .08¾ | 8 |
| 9 | 1¼ by 1½ inches ..... do... | 65 | .109 | .11¼ | 9 |
| 10 | 1½ by 2 inches ..... do... | 55 | .18 | .18¾ | 10 |
| | Stopcocks, brass, steam: | | | | |
| 11 | ½-inch ..... do... | 95 | .47 | .48¼ | 11 |
| 12 | 1-inch ..... do... | 55 | .652 | .66¾ | 12 |
| 13 | 1¼-inch ..... do... | 27 | 1.035 | 1.05 | 13 |
| 14 | 1½-inch ..... do... | 20 | 1.34 | 1.375 | 14 |
| 15 | 2-inch ..... do... | 20 | 2.14 | 2.07 | 15 |
| 16 | Straps, tinned, for ¼, ⅜, 1, 1¼, 1½, and 2 inch pipe ..... doz.. | 30 | .095 | ..... | 16 |
| | Tees, malleable iron, black: | | | | |
| 17 | ¼-inch ..... No.. | 150 | .0265 | .02¾ | 17 |
| 18 | ⅜-inch ..... do... | 240 | .036 | .03¾ | 18 |
| 19 | 1-inch ..... do... | 145 | .061 | .06¼ | 19 |
| 20 | 1¼-inch ..... do... | 100 | .0735 | .075 | 20 |
| 21 | 1½-inch ..... do... | 80 | .108 | .11¼ | 21 |
| 22 | 2-inch ..... do... | 100 | .14 | .15 | 22 |
| | Tees, malleable iron, galvanized: | | | | |
| 23 | ¼-inch ..... do... | 185 | .038 | .04 | 23 |
| 24 | ⅜-inch ..... do... | 405 | .046 | .05 | 24 |
| 25 | 1-inch ..... do... | 235 | .093 | .095 | 25 |
| 26 | 1¼-inch ..... do... | 140 | .121 | .125 | 26 |
| 27 | 1½-inch ..... do... | 80 | .168 | .175 | 27 |
| 28 | 2-inch ..... do... | 115 | .242 | .25 | 28 |
| | Tees, four-way, malleable iron, black: | | | | |
| 29 | ¼-inch ..... do... | 15 | .034 | .035 | 29 |
| 30 | ⅜-inch ..... do... | 40 | .047 | .05 | 30 |
| 31 | 1-inch ..... do... | 2 | .085 | .08¾ | 31 |
| | Tees, four-way, malleable iron, galvanized: | | | | |
| 32 | ¼-inch ..... do... | 6 | .11 | .07 | 32 |
| 33 | ⅜-inch ..... do... | 42 | .15 | .10 | 33 |
| 34 | 1-inch ..... do... | 9 | .24 | .18 | 34 |
| 35 | 2-inch ..... do... | 6 | .90 | .75 | 35 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote the rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Handlan-Buck Manufacturing Co. | Albert Sanders. | Crane Co. | Number. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | St. Louis. | Chicago. | | |
| | Valves, gate, high pressure: | | | | | |
| 1 | ½-inch ..... No.. | 130 | **.37** | .41 | .455 | 1 |
| 2 | ¾-inch ..... do... | 248 | **.49** | .555 | .60 | 2 |
| 3 | 1-inch ..... do... | 140 | **.71** | .795 | .855 | 3 |
| 4 | 1¼-inch ..... do... | 65 | **.99** | 1.11 | 1.20 | 4 |
| 5 | 1½-inch ..... do... | 70 | **1.42** | 1.59 | 1.71 | 5 |
| 6 | 2-inch ..... do... | 70 | **2.13** | 2.39 | 2.565 | 6 |
| | Valves, globe, high pressure: | | | | | |
| 7 | ½-inch ..... do... | 73 | **.28** | .338 | .34½ | 7 |
| 8 | ¾-inch ..... do... | 110 | **.35** | .425 | .43 | 8 |
| 9 | 1-inch ..... do... | 70 | **.51** | .605 | .615 | 9 |
| 10 | 1¼-inch ..... do... | 30 | **.71** | .855 | .86½ | 10 |
| 11 | 1½-inch ..... do... | 4 | **.99** | 1.18 | 1.20 | 11 |
| 12 | 2-inch ..... do... | (*) | 1.51 | 1.80 | 1.81 | 12 |

*None wanted.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Jewell Belting Co. | Frank Gould. | Handlan Buck Manufacturing Co. | William T. Gormley. | Albert D. Sanders. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | All points. | Chicago. | St. Louis. | Chicago. | |
| | *Hose goods.* | | | | | | |
| | Couplings, hose: | | | | | | |
| 1 | ¾-inch ..... No.. | 145 | a .66 | ..... | ..... | .07 | a .85 |
| 2 | | | a .55 | | | | |
| 3 | 1¼-inch ..... do... | 1 | a 3.00 | ..... | ..... | ..... | .22 |
| 4 | 1½-inch ..... do... | 6 | a 4.20 | ..... | ..... | ..... | .31 |
| 5 | 2-inch ..... do... | 6 | a 7.20 | ..... | ..... | ..... | .53 |
| 6 | 2½-inch ..... do... | 12 | a 14.40 | ..... | ..... | ..... | 1.07 |
| | Hose clamps: | | | | | | |
| 7 | For ¾-inch hose ..... doz.. | 27 | a .20 | ..... | ..... | ..... | a .45 |
| 8 | For 1¼-inch hose ..... do... | 1 | a .68 | ..... | ..... | ..... | a .75 |
| 9 | For 1½-inch hose ..... do... | 9 | a .82 | ..... | ..... | ..... | a .90 |
| 10 | For 2-inch hose ..... do... | 7 | a 1.08 | ..... | ..... | ..... | a 1.20 |
| 11 | For 2½-inch hose ..... do... | 1 4/12 | a 1.89 | ..... | ..... | ..... | a 2.10 |
| | Hose strap fasteners: | | | | | | |
| 12 | ½ to 1 inch ..... No.. | 20 | c .80 | ..... | ..... | ..... | ..... |
| 13 | 1¼ to 2½ inches ..... do... | 7 | ..... | ..... | ..... | ..... | ..... |
| | Hose, in lengths of 50 feet, with necessary couplings: | | | | | | |
| 14 | Rubber, garden, ¾-inch ..... feet.. | 5,450 | .065 | .07½ | .0625 | .07½ | ..... |
| 15 | | | .07 | | .075 | | |
| 16 | | | | | .085 | | |
| 17 | | | | | | | |
| 18 | | | | | | | |
| 19 | Cotton, rubber-lined, 1¼-inch ... do... | 1,100 | .19 | ..... | .14 | ..... | ..... |
| 20 | | | | | .1575 | | |
| 21 | | | | | .24 | | |
| 22 | Cotton, rubber-lined, 1½-inch ... do... | 550 | .21 | ..... | .1575 | ..... | ..... |
| 23 | | | | | .1725 | | |
| 24 | | | | | .27 | | |
| 25 | Cotton, rubber-lined, 2-inch .... do... | 2,500 | .25 | ..... | .195 | ..... | ..... |
| 26 | | | | | .215 | | |
| 27 | | | | | .33 | | |
| 28 | Cotton, rubber-lined, 2½-inch ... do... | 1,150 | .35 | ..... | .2425 | ..... | ..... |
| 29 | | | | | .265 | | |
| 30 | | | | | .42 | | |
| 31 | | | | | .50 | | |
| | Nozzles, hose, screw: | | | | | | |
| 32 | ¾-inch ..... No.. | 42 | b 3.00 | ..... | ..... | .22 | .17 |
| 33 | | | | | | | |
| 34 | 1¼-inch ..... do... | 10 | c 3.45 | ..... | ..... | ..... | .42 |
| 35 | 1½-inch ..... do... | 1 | c 5.15 | ..... | ..... | ..... | .50 |
| 36 | 2-inch ..... do... | 11 | c 7.45 | ..... | ..... | ..... | .80 |
| 37 | 2½-inch ..... do... | 11 | c 18.50 | ..... | ..... | ..... | 1.50 |

a Per dozen.
b Steel spray nozzle, per dozen.
c Stub nozzle, per dozen.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| John H. Brown. | Robert M. Fair. | Wilbur T. Tate. | Revere Rubber Co. | Empire Rubber Manufacturing Co. | New York Belting and Packing Co. | William D. Allen. | Frank B. McIlroy. | John W. Scott. | Harry B. Lyford. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | |
| All points. | Chicago. | | | | | | | | | |
| ..... | .05⅞ | ..... | ..... | ..... | ..... | .06 | ..... | [a] .71 | .06 | 1 |
| | | | | | | | | | | 2 |
| ..... | .24 | ..... | ..... | ..... | ..... | .25 | ..... | [a] 3.00 | ..... | 3 |
| ..... | .34 | ..... | ..... | ..... | ..... | .35 | ..... | [a] 4.16 | ..... | 4 |
| ..... | .57 | ..... | ..... | ..... | ..... | .60 | ..... | [a] 7.18 | ..... | 5 |
| ..... | 1.15 | ..... | ..... | ..... | ..... | 1.20 | ..... | [a] 14.25 | ..... | 6 |
| ..... | .23½ | ..... | ..... | ..... | ..... | .22 | ..... | [e] 2.95 | .20 | 7 |
| ..... | .787 | ..... | ..... | ..... | ..... | .75 | ..... | [a] .83 | .72 | 8 |
| ..... | .95 | ..... | ..... | ..... | ..... | .90 | ..... | [a] 1.00 | .85 | 9 |
| ..... | 1.26 | ..... | ..... | ..... | ..... | 1.20 | ..... | [a] 1.35 | 1.10 | 10 |
| ..... | 2.21 | ..... | ..... | ..... | ..... | 2.10 | ..... | [a] 2.35 | ..... | 11 |
| ..... | .09⅝ | ..... | ..... | ..... | ..... | .08 | ..... | ..... | ..... | 12 |
| ..... | .18 | ..... | ..... | ..... | ..... | .15 | ..... | ..... | ..... | 13 |
| .075 | .07½ | .08 | [d] 466.00 | .065 | .07 | .07½ | 07½ | .07½ | .065 | 14 |
| | .087 | | | .075 | | .07⅞ | | | .075 | 15 |
| | .09½ | | | .085 | | .085 | | | .085 | 16 |
| | | | | .095 | | | | | .09½ | 17 |
| | | | | .105 | | | | | .10 | 18 |
| .16 | .15 | .16 | [d] 161.00 | .14 | .15 | .16 | .15 | ..... | ..... | 19 |
| | .21 | | | .18 | | | | | | 20 |
| | | | | | | | | | | 21 |
| .185 | .16⅝ | .18 | [d] 89.00 | .16 | .17 | .18 | .17 | ..... | ..... | 22 |
| | .23½ | | | .20 | | | | | | 23 |
| | | | | | | | | | | 24 |
| .23 | .19⅝ | .21 | [d] 486.00 | .20 | .20 | .21 | .19 | ..... | ..... | 25 |
| | .277 | | | .25 | | | | | | 26 |
| | | | | | | | | | | 27 |
| .45 | .50⅝ | .35 | [d] 260.00 | .24 | .47 | .24 | .47 | .185 | ..... | 28 |
| .50 | | .47 | | .29 | | | | .20 | | 29 |
| | | | | | | | | .30 | | 30 |
| | | | | | | | | .55 | | 31 |
| ..... | .17 | ..... | ..... | ..... | ..... | .20 | ..... | [a] 2.08 | .23 | 32 |
| | | | | | | | | | .24 | 33 |
| ..... | .47 | ..... | ..... | ..... | ..... | .50 | ..... | [a] 5.95 | ..... | 34 |
| ..... | .58½ | ..... | ..... | ..... | ..... | .63 | ..... | [a] 7.45 | ..... | 35 |
| ..... | .89⅝ | ..... | ..... | ..... | ..... | .95 | ..... | [a] 11.30 | ..... | 36 |
| ..... | 1.77 | ..... | ..... | ..... | ..... | 1.87 | ..... | [a] 22.30 | ..... | 37 |

[d] For the lot.
[e] Per gross.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES.

| Number. | ARTICLES. | Quantity awarded. | Chas. P. Noyes. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Merck & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | | Chicago or New York. | Chicago. | Chicago or New York. | Chicago. | |
| | MEDICINES. | | | | | | | | |
| | Acids: | | | | | | | | |
| 1 | Acetic, c. p., in 8-ounce bottles.ozs.. | 440 | ..... | .01 | ..... | .01¼ | ..... | ..... | 1 |
| 2 | Arsenious, in 1-ounce bottles.do... | 28 | ..... | .024 | ..... | .04⅜ | ..... | ..... | 2 |
| 3 | Benzoic, in 4-ounce bottles...do... | 116 | ..... | .03½ | ..... | .04 | ..... | ..... | 3 |
| 4 | Boracic, powdered, in 4-ounce bottles.....ozs.. | 3,400 | ..... | .01⅛ | ..... | .02¼ | .017 | ..... | 4 |
| 5 | Carbolic, pure, 95 per cent liquid, in 8-ounce bottles.....ozs.. | 3,400 | ..... | .02 | ..... | ..... | .015 | ..... | 5 |
| 6 | Citric, in 8-ounce bottles.....do... | 400 | ..... | .03½ | ..... | .03½ | .037 | ..... | 6 |
| 7 | Gallic, in 4-ounce bottles....do... | 115 | ..... | .05¾ | ..... | .05 | .057 | ..... | 7 |
| 8 | Hydrocyanic, U. S. P., dilute, in 1-ounce bottles.....ozs.. | 35 | ..... | .06 | ..... | .05¼ | ..... | ..... | 8 |
| 9 | Hydrochloric, c. p., in 8-ounce g. s. bottles.....ozs.. | 1,115 | ..... | .015 | ..... | ..... | ..... | ..... | 9 |
| 10 | Nitric, c. p., in 8-ounce g. s. bottles, ounces..... | 335 | ..... | .01⅛ | ..... | ..... | ..... | ..... | 10 |
| 11 | Phos., dilute, U. S. P., in 8-ounce g. s. bottles.....ozs.. | 315 | ..... | .015 | .13 | .01⅞ | ..... | ..... | 11 |
| 12 | Salicylic, powdered, in 8-ounce bottles.....ozs.. | 730 | ..... | .035 | ..... | .03¼ | .03 | ..... | 12 |
| 13 | Sulphuric, c. p., in 8-ounce g. s. bottles.....ozs.. | 345 | ..... | .015 | ..... | ..... | ..... | ..... | 13 |
| 14 | Sulphuric, aromatic, U. S. P., in 1-pound g. s. bottles.....lbs.. | 47 | ..... | .48 | .52 | ..... | .455 | ..... | 14 |
| 15 | Tannic, pure, powdered, in 8-ounce bottles.....ozs.. | 235 | ..... | .05¼ | ..... | .055 | ..... | ..... | 15 |
| 16 | Tartaric, powdered, in 1-pound bottles.....lbs.. | 45 | ..... | .38 | ..... | .38 | .377 | ..... | 16 |
| | Fluid extracts, U. S. P.: | | | | | | | | |
| 17 | Berberis aquifolium, in 16-ounce bottles.....lbs.. | 36 | .58 | .38 | .58 | ..... | .39 | .44 | 17 |
| 18 | Belladonna, in 4-ounce bottles, ounces..... | 340 | .04 | .03½ | .04⅛ | ..... | .037 | .035 | 18 |
| 19 | Buchu, in 1-pound bottles....lbs.. | 162 | .85 | .85 | .75 | ..... | .787 | .75 | 19 |
| 20 | Cannabis indica, in 4-ounce bottles.....ozs.. | 110 | .09 | .07 | .075 | ..... | .08 | .09 | 20 |
| 21 | Cascara sagrada, in 1-pound bottles.....lbs.. | 275 | 1.25 | .45 | 1.60 | ..... | .347 | .37 | 21 |
| 22 | Cimicifuga (racemosa), in 4-ounce bottles.....ozs.. | 360 | .03¼ | .03¼ | .03 | ..... | .032 | .04 | 22 |
| 23 | Cinchona (with aromatics), in 1-pound bottles.....lbs.. | 135 | ..... | .50 | .70 | ..... | .545 | .69 | 23 |
| 24 | Colchicum seed, in 4-ounce bottles.....ozs.. | 145 | ..... | .04 | .05 | ..... | .04 | .06½ | 24 |
| 25 | Ergot, in 8-ounce bottles.....do... | 1,160 | .065 | .06 | .06⅛ | ..... | .064 | .05 | 25 |
| 26 | Ginger, in 1-pound bottles....lbs.. | 255 | .64 | .62 | .65 | ..... | .624 | .60 | 26 |
| 27 | Hamamelis, in 1-pound bottles, pounds..... | 195 | .38 | .29 | .29 | ..... | .33 | .35 | 27 |
| 28 | Hyoscyamus, in 4-ounce bottles, bottles.....ozs.. | 190 | .045 | .03¾ | .03⅜ | ..... | .04 | .04 | 28 |
| 29 | Ipecac, in 8-ounce bottles....do... | 400 | .255 | .25 | .27 | ..... | .245 | .20 | 29 |
| 30 | Jaborandi, in 8-ounce bottles.do... | 220 | .04¼ | .02¼ | .03⅜ | ..... | .03 | .03 | 30 |
| 31 | Licorice, in 1-pound bottles...lbs.. | 550 | .34 | .23 | .27 | ..... | .23 | .30 | 31 |
| 32 | Poke root, in 1-pound bottles.do... | 26 | .465 | .36 | .39 | ..... | .355 | .41 | 32 |
| 33 | Rhubarb, in 8-ounce bottles ..ozs.. | 620 | .035 | .035 | .03⅜ | ..... | .032 | .04 | 33 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Chas. P. Noyes. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | Chicago. | | Chicago or New York. | Chicago or New York. | Chicago. | |
| | MEDICINES—continued. | | | | | | | |
| | Fluid extracts, U. S. P.—Continued. | | | | | | | |
| 34 | Sarsaparilla, in 1-pound bottles, pounds | **450** | ..... | .35 | **.41** | .36 | .30 | 34 |
| 35 | Seneka, in 8-ounce bottles....ozs.. | **545** | .06¼ | .06 | **.05¾** | .049 | .065 | 35 |
| 36 | Senna, in 1-pound bottles ....lbs.. | **140** | .42 | .32 | **.37** | .31 | .35 | 36 |
| 37 | Stillingia, in 1-pound bottles.do... | **55** | .47 | .30 | **.36** | .29 | .35 | 37 |
| 38 | Taraxacum, in 1-pound bottles, pounds | **125** | .45 | .33 | **.33** | .31 | .36 | 38 |
| 39 | Valerian, in 1-pound bottles..lbs.. | **40** | .665 | .49 | **.52** | .48 | .52 | 39 |
| 40 | Viburnum, in 8-ounce bottles.ozs.. | **2,240** | .04¼ | .03 | **.03¾** | .032 | .03 | 40 |
| 41 | Wild cherry, in 1-pound bottles, pounds | **240** | .565 | .36 | **.45** | .38 | .50 | 41 |
| | Solid extracts, U. S. P.: | | | | | | | |
| 42 | Belladonna, alcoholic, in 1-ounce jars....ozs.. | **17** | ..... | ..... | **.145** | ..... | ..... | 42 |
| 43 | Cannabis indica, in 1-ounce jars, ounces | **15** | ..... | ..... | **.44** | ..... | ..... | 43 |
| 44 | Colocynth compound, powdered, in 8-ounce bottles ....ozs.. | **22** | ..... | .12 | **.09¾** | ..... | ..... | 44 |
| 45 | Gentian, alcoholic, in 1-ounce jars, ounces | **40** | ..... | ..... | **.08¾** | ..... | ..... | 45 |
| 46 | Hyoscyamus, alcoholic, in 1-ounce jars....ozs.. | **3** | ..... | ..... | **.11** | ..... | ..... | 46 |
| 47 | Licorice, in sticks ....ozs.. | *1 | ..... | .01¼ | ..... | ..... | ..... | 47 |
| 48 | Nux vomica, alcoholic, powdered, in 1-ounce bottles ....ozs.. | **50** | ..... | .18 | **.12** | ..... | ..... | 48 |

* No award.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Abram L. Hirsh. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | New York. | Chicago. | Chicago or New York. | | Chicago. | |
| | MEDICINES—continued. | | | | | | | |
| | Hypodermic tablets: | | | | | | | |
| 1 | Apomorphine, hydrochlorate, $\frac{1}{10}$ grain, in tubes of 25 .....tubes.. | 90 | ..... | .05 | **.06½** | .04 | .06½ | 1 |
| 2 | Atropia, sulphate, $\frac{1}{100}$ grain, in tubes of 25 .....tubes.. | 140 | ..... | .02 | **.02½** | .02 | .02 | 2 |
| 3 | Cocaine, hydrochlorate, ½ grain, in tubes of 25 .....tubes.. | 195 | ..... | .065 | **.08** | .068 | .07 | 3 |
| 4 | Morphia, ¼ grain, atrophine, $\frac{1}{100}$ grain, in tubes of 25 .....tubes.. | 350 | ..... | .05 | **.051** | .047 | .05 | 4 |
| 5 | Morphia, sulphate, ¼ grain each, in tubes of 25 .....tubes.. | 445 | ..... | .03½ | **.035** | .034 | .03½ | 5 |
| 6 | Nitroglycerin, $\frac{1}{100}$ grain, in tubes of 25 .....tubes.. | 80 | ..... | .02 | **.02½** | .02 | .015 | 6 |
| 7 | Pilocarpine, hydrochlorate, ½ grain, in tubes of 25 .....tubes.. | 70 | ..... | .145 | **.12** | .19 | .135 | 7 |
| 8 | Strychnine, sulphate, $\frac{1}{100}$ grain, in tubes of 25 .....tubes.. | 390 | ..... | .02 | **.02½** | .02 | .015 | 8 |
| | Oils: | | | | | | | |
| 9 | Anise, in 1-ounce bottles .....ozs.. | 45 | ..... | .12 | ..... | **.12** | ..... | 9 |
| 10 | Castor, cold-pressed, in 32-ounce bottles.....bottles.. | 1,430 | ..... | .32 | ..... | **.317** | ..... | 10 |
| 11 | Cinnamon (Cassia), in 2-ounce bottles.....ozs.. | 120 | ..... | **.06¾** | ..... | .07 | ..... | 11 |
| 12 | Cloves, in 2-ounce bottles....do... | 200 | ..... | .06 | ..... | **.06** | ..... | 12 |
| 13 | Cod-liver, Norwegian, in 1-pint bottles.....bottles.. | 2,075 | ..... | .17 | **.155** | ..... | ..... | 13 |
| 14 | Croton, in 1-ounce bottles....ozs.. | 40 | ..... | **.07½** | ..... | .076 | ..... | 14 |
| 15 | Cubebs, in 4-ounce bottles ...do... | 140 | ..... | **.08½** | ..... | .09 | ..... | 15 |
| 16 | Lemon, in 4-ounce bottles ...do... | 110 | ..... | **.05½** | ..... | .07 | ..... | 16 |
| 17 | Linseed, raw, in pint bottles bottles..... | 440 | **.115** | .12 | ..... | ..... | ..... | 17 |
| 18 | Male fern, ethereal, in 2-ounce bottles.....ozs.. | 100 | ..... | **.12½** | .18 | ..... | ..... | 18 |
| 19 | Olive, pure salad, in 1-pint bottles.....bottles.. | 1,355 | .115 | .30 | ..... | **.29** | ..... | 19 |
| 20 | Origanum, in 1-pound bottles.lbs.. | 160 | ..... | .23 | ..... | **.21** | ..... | 20 |
| 21 | Peppermint, in 4-ounce bottles ounces ..... | 310 | ..... | **.14** | ..... | .145 | ..... | 21 |
| 22 | Sandalwood, in 4-ounce bottles ounces ..... | 305 | ..... | .245 | **.22** | .22 | ..... | 22 |
| 23 | Sassafras, in 1-pound bottles..lbs.. | 130 | ..... | .45 | ..... | **.43** | ..... | 23 |
| 24 | Turpentine, in 32-ounce bottles bottles ..... | 920 | .205 | **.20** | ..... | ..... | ..... | 24 |
| | Pills: | | | | | | | |
| 25 | Aloes and asafetida, U. S. P., in bottles of 100.....bottles.. | 230 | ..... | .07 | **.08½** | ..... | .06 | 25 |
| 26 | Aloes and myrrh, U. S. P., in bottles of 100..... .....bottles.. | 245 | ..... | .06¾ | **.08½** | ..... | .06 | 26 |
| 27 | Aloes and mastic, U. S. P., in bottles of 100.....bottles.. | 235 | ..... | .06¾ | **.09½** | ..... | .06 | 27 |
| 28 | Camphor and opium (camphor, 2 grains; opium, 1 grain), in bottles of 100.....bottles.. | 275 | ..... | .15½ | **.15½** | ..... | .15 | 28 |
| 29 | Compound cathartic, U. S. P., in bottles of 500 .....bottles.. | 600 | ..... | .34 | **.40** | ..... | .28 | 29 |
| 30 | Iron carbonate, U. S. P., in bottles of 100.....bottles.. | 360 | ..... | .06¾ | **.07** | ..... | .05 | 30 |
| 31 | Mercury (green iodide), ½ grain each, in bottles of 100...bottles.. | 430 | ..... | .06 | **.06½** | ..... | .04 | 31 |
| 32 | Sulphate of quinine (compressed tablets), 3 grains each, in bottles of 100.....bottles.. | 1,300 | ..... | .285 | **.295** | ..... | .22 | 32 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | |
| | | | Chicago. | Chicago. | Chicago or New York. | | Chicago. | |
| | MEDICINES—continued. | | | | | | | |
| | Tinctures: | | | | | | | |
| 33 | Aconite, rad., U. S. P., in 8-ounce bottles .....ozs.. | 550 | .03¼ | **.02¼** | .03 | .024 | .03¼ | 33 |
| 34 | Arnica, U. S. P., in 32-ounce bottles .....bottles.. | 440 | **.50** | .50 | .57 | .59 | .59 | 34 |
| 35 | Belladonna, U. S. P., in 4-ounce bottles .....ozs.. | 485 | .025 | .02 | .02⅜ | **.02** | .02¼ | 35 |
| 36 | Cannabis indica, U. S. P., in 8-ounce bottles.....ozs.. | 130 | .03⅜ | **.035** | .055 | .055 | .04 | 36 |
| 37 | Cantharides, U. S. P., in 4-ounce bottles .....ozs.. | 230 | .035 | **.03¼** | .03⅜ | .034 | .035 | 37 |
| 38 | Digitalis, U. S. P., in 4-ounce bottles.....ozs.. | 575 | .025 | **.02** | .02⅜ | .02 | .02¼ | 38 |
| 39 | Gelseminum, U. S. P., in 4-ounce bottles .....ozs.. | 270 | .03¼ | .024 | .03 | .034 | **.02¼** | 39 |
| 40 | Gentian, compound, U. S. P., in 1-pound bottles .....lbs.. | 470 | **.28** | .30 | .32 | .294 | .33 | 40 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Abraham L. Hirsh. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | New York. | Chicago. | Chicago or New York. | | Chicago. | |
| | MEDICINES—continued. | | | | | | | | |
| | Tinctures—continued. | | | | | | | | |
| 1 | Guaiac, ammoniated, U. S. P., in 8-ounce bottles .....oz.. | 390 | .025 | ..... | .02¼ | .03⅛ | .028 | .03 | 1 |
| 2 | Iodine, U. S. P., in 1-pound g. s. bottles .....lb.. | 175 | .70 | ..... | .72 | .72 | .77 | .76 | 2 |
| 3 | Chloride of iron, U. S. P., in 1-pound g. s. bottles..lb.. | 115 | .39 | ..... | .40¾ | .43 | .40 | .44 | 3 |
| 4 | Myrrh, U. S. P., in 8-ounce bottles .....oz.. | 475 | .03¼ | ..... | .03 | .03½ | .032 | .03¾ | 4 |
| 5 | Nux vomica, U. S. P., in 8-ounce bottles .....oz.. | 1,855 | .025 | ..... | .025 | .02⅞ | .03 | .03 | 5 |
| 6 | Opium, camphorated, U. S. P., in 1-pound bottles .....lb.. | 580 | .2375 | ..... | .27 | .30 | .274 | .34 | 6 |
| 7 | Opium, U. S. P. (laudanum), in 1-pound bottles .....lb.. | 195 | .71 | ..... | .695 | .72 | .704 | .87 | 7 |
| 8 | Opium, deodorized, U. S P., in 8-ounce bottles.. .....oz.. | 720 | .04¼ | ..... | .04⅛ | .047 | .04 | .055 | 8 |
| 9 | Veratrum viride, U. S. P., in 4-ounce bottles...oz.. | 155 | .04 | ..... | .03⅛ | .04 | .04 | .04 | 9 |
| 10 | Strophanthus, U. S. P., in 4-ounce bottles .....oz.. | 245 | .05 | ..... | .04 | .04¾ | .044 | .03 | 10 |
| | Powdered; select: | | | | | | | | |
| 11 | Aloes, socotrina, in 8-ounce bottles .....oz.. | 130 | ..... | ..... | .025 | ..... | ..... | ..... | 11 |
| 12 | Capsicum (Cayenne pepper), in 1-pound bottles. .....lb.. | 42 | ..... | .19 | .25 | ..... | ..... | ..... | 12 |
| 13 | Ipecac, in 8-ounce bottles .....oz.. | 135 | ..... | ..... | .23 | ..... | ..... | ..... | 13 |
| 14 | Jalap, in 4-ounce bottles .....oz.. | 45 | ..... | ..... | .025 | ..... | ..... | ..... | 14 |
| 15 | Licorice root, in 8-ounce bottles .....oz.. | 260 | ..... | ..... | .01¼ | ..... | ..... | ..... | 15 |
| 16 | Opium, in 8-ounce bottles .....oz.. | 180 | ..... | ..... | .28 | ..... | ..... | ..... | 16 |
| 17 | Powder of opium, compound, U. S. P. (Dover's powder), in 8-ounce bottles.....oz.. | 505 | .065 | ..... | .065 | .075 | ..... | ..... | 17 |
| 18 | Rhubarb, in 4-ounce bottles .....oz.. | 130 | ..... | ..... | .02¼ | ..... | ..... | ..... | 18 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Abraham L. Hirsh. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Merck & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | New York. | Chicago. | Chicago or New York. | Chicago. | Chicago or New York. | Chicago. | |
| | MEDICINES—continued. | | | | | | | | | |
| | Miscellaneous: | | | | | | | | | |
| 19 | Acetanilid, compound, 5-grain tablets (100 in bottle). Formula: 3¼ grs. acetanilid; $\frac{3}{10}$ gr. bicarb. soda; $\frac{1}{10}$ gr. brom. soda, and ¼ gr. cit. caffein .....bottles.. | **1,085** | ..... | ..... | .06 | **.06¾** | ..... | .06 | .055 | 19 |
| 20 | Alcohol, U. S. P., in 32-ounce bottles ..bottles.. | **1,430** | ..... | ..... | **.74** | ..... | ..... | ..... | ..... | 20 |
| 21 | Alum, powdered, in 1-lb. bottles .....lb.. | **175** | ..... | .08 | **.08** | ..... | ..... | ..... | ..... | 21 |
| 22 | Ammonium, bromide of, in 8-ounce bottles ..oz.. | **520** | ..... | ..... | .04¾ | ..... | **.04¾** | .05 | ..... | 22 |
| 23 | Ammonium, carbonate of, hard lumps, in 8-ounce bottles .....oz.. | **640** | ..... | ..... | **.01¼** | ..... | .02 | ..... | ..... | 23 |
| 24 | Ammonium, chloride of, granulated, pure, in 1-pound bottles .....lb.. | **220** | ..... | ..... | **.18** | ..... | .21 | ..... | ..... | 24 |
| 25 | Amyl, nitrite, pearls of (5 drops each), in bottles of 25.....bottles.. | **18** | ..... | ..... | ..... | **.40** | ..... | ..... | ..... | 25 |
| 26 | Antimony and potassium, tartrate of, U. S. P. (tartar emetic), 1-ounce bottles .....oz.. | **46** | ..... | ..... | **.03¾** | ..... | .045 | ..... | ..... | 26 |
| 27 | Antipyrine .....do.... | **220** | ..... | ..... | .15 | ..... | **.145** | ..... | ..... | 27 |
| 28 | Bismuth, subnitrate of, U. S. P., in 8-ounce bottles .....oz.. | **2,815** | ..... | ..... | .105 | ..... | **.095** | .107 | ..... | 28 |
| 29 | Borax, powdered, in 1-pound bottles .....lb.. | **255** | ..... | **.12** | .13 | ..... | .19 | ..... | ..... | 29 |
| 30 | Bromine, in 1-ounce g. s. bottles .....oz.. | **8** | ..... | ..... | .16 | ..... | **.14** | ..... | ..... | 30 |
| 31 | Cerate, blistering, in 1-pound jars, with cover .....lb.. | **33** | ..... | ..... | .42 | **.49** | ..... | ..... | ..... | 31 |
| 32 | Cerate resin, in 1-pound jars, with cover .....lb.. | **32** | .22 | ..... | .175 | **.24** | ..... | ..... | ..... | 32 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity. | Charles P. Noyes. | Abram L. Hirsh. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Merck & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | |
| | | | Chicago. | New York. | Chicago. | Chicago or New York. | Chicago. | Chicago or New York. | Chicago. | |
| | **MEDICINES—continued.** | | | | | | | | | |
| | Miscellaneous—Continued. | | | | | | | | | |
| 1 | Cerate, simple (ointment), in 1-pound jars, with cover ....lbs.. | **60** | .315 | ..... | .325 | **.36** | ..... | ..... | ..... | 1 |
| 2 | Chalk, prepared, in 8-ounce bottles....oz.. | **720** | ..... | ..... | **.01** | ..... | ..... | ..... | ..... | 2 |
| 3 | Chloral, hydrate of, granulated, in 4-ounce g. s. bottles ....oz.. | **375** | ..... | ..... | .08¼ | ..... | **.08** | .08 | ..... | 3 |
| 4 | Chlorodyne, in 8-ounce g. s. bottles ....oz.. | **800** | ..... | ..... | .035 | **.06** | ..... | ..... | ..... | 4 |
| 5 | Chloroform, purified, in 1-pound bottles, securely corked, with glass stopper attached separately (specify brand bid on) ....lbs.. | **365** | ..... | ..... | .65 | **.51** | ..... | .58 | ..... | 5 |
| 6 | Cocaine, hydrochlorate, in ¼-ounce bottles ....oz.. | **26** | ..... | ..... | 4.50 | 4.60 | **4.25** | 4.67 | ..... | 6 |
| 7 | Cocculus indicus ....do... | **380** | ..... | ..... | **.01** | ..... | ..... | ..... | ..... | 7 |
| 8 | Cocoa butter, in ¼-pound cakes ....lbs.. | **22** | ..... | ..... | **.46** | ..... | ..... | ..... | ..... | 8 |
| 9 | Collodion, in 2-ounce bottles ....oz.. | **320** | ..... | ..... | **.055** | ..... | ..... | ..... | ..... | 9 |
| 10 | Copaiba, balsam of, in 1-pound bottles ....lbs.. | **60** | ..... | ..... | **.49** | ..... | ..... | .495 | ..... | 10 |
| 11 | Copper, sulphate of, in 4-ounce bottles ....oz.. | **310** | ..... | ..... | **.00⅞** | ..... | .02½ | ..... | ..... | 11 |
| 12 | Creosote, beechwood, in 1-ounce bottles ....oz.. | **195** | ..... | ..... | **.07¼** | ..... | .09 | ..... | ..... | 12 |
| 13 | Digitalis leaves, in 1-ounce packages ....oz.. | **45** | ..... | ..... | .02 | **.02½** | ..... | ..... | ..... | 13 |
| 14 | Ergotine, tablets of, 2-grain, in bottles of 100...bottles.. | **80** | ..... | ..... | ..... | **.19** | ..... | ..... | .105 | 14 |
| 15 | Ether, sulph, stronger, for anæsthesia, in 1-pound tins (specify brand bid on)....lbs.. | **205** | ..... | ..... | .71 | ..... | ..... | **.69** | ..... | 15 |
| 16 | Glycerin, pure, in 1-pound bottles ....lbs.. | **1,470** | ..... | **.18** | .20¼ | ..... | ..... | ..... | ..... | 16 |
| 17 | Gum arabic, powdered, pure, in 1-pound bottles, lbs ..... | **45** | ..... | ..... | .36 | ..... | ..... | **.32** | ..... | 17 |
| 18 | Gum asafetida, in tins...oz.. | **115** | ..... | ..... | **.02¼** | ..... | ..... | ..... | ..... | 18 |
| 19 | Gum camphor, in 1-pound tins ....lbs.. | **265** | ..... | ..... | **.63** | ..... | ..... | .695 | ..... | 19 |
| 20 | Hydrogen, peroxide, in 1-pound bottles, rubber cork....lbs.. | **265** | ..... | ..... | .20 | ..... | ..... | **.187** | ..... | 20 |
| 21 | Iodine, resublimed, in 2-ounce g. s. bottles....oz.. | **70** | ..... | ..... | .23 | ..... | **.21 3/16** | .214 | ..... | 21 |
| 22 | Iodoform, powdered, in 4-ounce bottles ....oz.. | **880** | ..... | ..... | .22 | ..... | **.20¼** | .214 | ..... | 22 |
| 23 | Iron, ammoniated, citrate of, in 8-ounce bottles..oz.. | **135** | ..... | ..... | .03¼ | ..... | **.03¼** | ..... | ..... | 23 |
| 24 | Iron, pyrophosphate, in 4-ounce bottles ....oz.. | **40** | ..... | ..... | **.035** | ..... | .03½ | ..... | ..... | 24 |
| 25 | Iron, reduced, in 1-ounce bottles ....oz.. | **35** | ..... | ..... | **.045** | ..... | .06 3/16 | ..... | ..... | 25 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity. | Charles P. Noyes. | Meyer Bros. Drug Co. | Merck & Co. | Number. |
|---|---|---|---|---|---|---|
| | | | Point of delivery. Chicago. | | | |
| | MEDICINES—continued. | | | | | |
| | Miscellaneous—Continued. | | | | | |
| 26 | Iron, dried sulphate of, c. p., in 4-ounce bottles.....oz.. | **36** | ..... | **.015** | .02 | 26 |
| 27 | Iron and quinine, soluble citrate of, in 4-ounce bottles, ounce..... | **305** | ..... | **.085** | .10¼ | 27 |
| 28 | Lead, acetate of, gran , pure, in 1-pound bottles ....lbs.. | **72** | ..... | **.14** | .21 | 28 |
| 29 | Lithium, carbonate, in 1-ounce bottles.....oz.. | **85** | ..... | .15 | **.125** | 29 |
| 30 | Lycopodium, in 4-ounce bottles.....oz.. | **305** | ..... | **.04½** | ..... | 30 |
| 31 | Magnesia, carbonate, in 4-ounce papers.....oz.. | **420** | ..... | **.00¾** | ..... | 31 |
| 32 | Magnesia, heavy calcined, in 4-ounce bottles.....oz.. | **100** | ..... | **.04** | .04 11/16 | 32 |
| 33 | Magnesia, sulphate of, in 10-pound tins, wrapped in strong paper, securely tied .....lbs.. | **1,600** | ..... | **.03** | .04 | 33 |
| 34 | Mercury, ammoniated (white precipitate).....oz.. | **95** | ..... | **.07** | .08 3/16 | 34 |
| 35 | Mercury with chalk, in 4-ounce bottles .....oz.. | **140** | ..... | **.035** | .03 13/16 | 35 |
| 36 | Mercury, cor. chlo. of, pure (corrosive sub.), in 4-ounce bottles.....oz.. | **610** | ..... | **.05¾** | .06 7/16 | 36 |
| 37 | Mercury, pill of, U. S. P. (blue mass), in 1-pound jars, lbs..... | **22** | ..... | ..... | **.35** | 37 |
| 38 | Mercury, mild chloride of, U. S. P. (calomel), in 4-ounce bottles.....oz.. | **750** | ..... | **.065** | .06¾ | 38 |
| 39 | Mercury, red oxide of, powdered, in 1-ounce bottles..oz.. | **110** | ..... | **.08½** | .10½ | 39 |
| 40 | Mercury, yellow oxide of, powdered, in 1-ounce bottles, ounce..... | **135** | ..... | **.09½** | .10½ | 40 |
| 41 | Mercury, yellow sulph., powdered, in 1-ounce bottles, ounce..... | **20** | ..... | **.08** | .09½ | 41 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Armour & Co. | Abram L. Hirsh. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Merck & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | |
| | | | Chicago. | Chicago or New York. | New York. | Chicago. | Chicago or New York. | Chicago. | Chicago or New York. | Chicago. | |
| | MEDICINES—continued. | | | | | | | | | | |
| | Miscellaneous—Continued. | | | | | | | | | | |
| 1 | Morphia, sulphate of, in ¼-ounce bottles.....oz.. | 40 | ..... | ..... | ..... | **2.14** | ..... | 2.15 | ..... | ..... | 1 |
| 2 | Ointment, murcurial, U. S. P., in 1-pound pots, with cover.....lbs.. | 500 | .51 | ..... | ..... | **.50** | ..... | ..... | .517 | ..... | 2 |
| 3 | Ointment of nitrate of mercury, U. S. P. (citrine ointment), in 8-ounce pots, with cover.....oz.. | 740 | ..... | ..... | ..... | **.03** | ..... | ..... | ..... | ..... | 3 |
| 4 | Oleate of mercury, 10 per cent, in 8-ounce bottles, oz..... | 295 | **.03** | ..... | ..... | .035 | .07 | ..... | ..... | ..... | 4 |
| 5 | Pepsin, pure 1/1000 flakes, in 1-ounce bottles.....oz.. | 350 | ..... | [a] .20 | ..... | .175 | **.24** | ..... | ..... | ..... | 5 |
| 6 | Pepsin, sacch., U. S. P., in 4-ounce bottles.....oz.. | 1,740 | ..... | [a] .04 | ..... | .03 | **.04** | ..... | ..... | ..... | 6 |
| 7 | Petrolatum, 120° F., light colored, in 1-pound cans, lbs..... | 3,555 | ..... | ..... | ..... | **.07** | ..... | ..... | ..... | ..... | 7 |
| 8 | Podophyllum, resin of, in 1-ounce bottles.....oz.. | 27 | ..... | ..... | ..... | .175 | **.12½** | ..... | ..... | ..... | 8 |
| 9 | Potassium, acetate of, in 1-pound bottles.....lbs.. | 100 | ..... | ..... | ..... | .24 | ..... | **.20** | ..... | ..... | 9 |
| 10 | Potassium, bicarb., in 1-pound bottles.....lbs.. | 65 | ..... | ..... | ..... | **.155** | ..... | .19 | ..... | ..... | 10 |
| 11 | Potassium, bitar. of, pure, powdered (cream of tartar), in 1-pound bottles, lbs..... | 210 | ..... | ..... | ..... | **.29** | ..... | .37 | ..... | ..... | 11 |
| 12 | Potassium, bromide of, gran., in 8-ounce bottles, oz..... | 1,255 | ..... | ..... | ..... | **.03½** | ..... | .03 13/16 | ..... | ..... | 12 |
| 13 | Potassium, caustic, in 1-ounce bottles.....oz.. | 65 | ..... | ..... | ..... | **.04** | ..... | .05 | ..... | ..... | 13 |
| 14 | Potassium, chlorate of, powdered, in 1-pound bottles, lbs..... | 210 | ..... | ..... | **.13** | .15½ | ..... | .23 | ..... | ..... | 14 |
| 15 | Potassium, iodide of, gran., in 1-pound bottles...lbs.. | 65 | ..... | ..... | ..... | 2.35 | ..... | 2.13 | **2.125** | ..... | 15 |
| 16 | Potassium, nitrate of (saltpeter), powdered, in 1-pound bottles.....lbs.. | 90 | ..... | ..... | **.10** | .11 | ..... | ..... | ..... | ..... | 16 |
| 17 | Potassium, permanganate of, in 2-ounce bottles..oz.. | 200 | ..... | ..... | ..... | **.02** | ..... | .03½ | ..... | ..... | 17 |
| 18 | Potassium, and sodium tartrate (Rochelle salt), powdered, in 1-pound bottles.....lbs.. | 395 | ..... | ..... | ..... | **.235** | ..... | .24 | ..... | ..... | 18 |
| 19 | Quinia, sulphate of, in 1-ounce bottles (specified brand bid on).....oz.. | 520 | ..... | ..... | ..... | [b] **.33** | ..... | ..... | ..... | ..... | 19 |
| 20 | Salol, in 5-grain tablets (100 in bottle)...bottles.. | 305 | ..... | ..... | ..... | .14 | .17 | ..... | .147 | **.10** | 20 |
| 21 | Santonine, in 1-ounce bottles.....oz.. | 42 | ..... | ..... | ..... | .40 | ..... | **.38½** | ..... | ..... | 21 |
| 22 | Senna leaves, in 1-pound packages..... ...lbs.. | 150 | ..... | ..... | ..... | **.11** | ..... | ..... | ..... | ..... | 22 |

[a] f. o. b. [b] M. B. D. Co.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | | Armour & Co. | Abram L. Hirsh. | Meyer Bros. Drug Co. | | Parke, Davis & Co. | Merck & Co. | | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | | | | |
| | | | Chicago. | Chicago or New York. | | New York. | Chicago. | | Chicago or New York. | Chicago. | | Chicago or New York. | Chicago. | |
| | MEDICINES—continued. | | | | | | | | | | | | | |
| | Miscellaneous—Continued. | | | | | | | | | | | | | |
| 23 | Silver, nitrate, fused, in 1-ounce bottles.....oz.. | 35 | ..... | ..... | ..... | ..... | **.41** | | ..... | .45 | | ..... | ..... | 23 |
| 24 | Silver, nitrate, crystals, in 1-ounce bottles.....oz.. | 30 | ..... | ..... | ..... | ..... | **.39** | | ..... | .42 | | ..... | ..... | 24 |
| 25 | Sodium, bicarbonate, powdered, in 1-pound bottles, lbs..... | 265 | ..... | ..... | ..... | **.06** | .07 | | ..... | .12 | | ..... | ..... | 25 |
| 26 | Sodium, bromide, gran., in 8-ounce bottles.....oz.. | 750 | ..... | ..... | ..... | ..... | .04½ | | ..... | **.04 1/16** | | ..... | ..... | 26 |
| 27 | Sodium, phosphate, in 4-ounce bottles.....oz.. | 873 | ..... | ..... | ..... | ..... | **.015** | | ..... | .01 13/16 | | ..... | ..... | 27 |
| 28 | Sodium, salicylate, powdered, in 8-ounce w. m. bottles .....oz.. | 1,800 | ..... | ..... | ..... | ..... | .03½ | | ..... | **.03⅛** | | ..... | ..... | 28 |
| 29 | Solution of ammonia, 10 per cent, in 32-ounce g. s. bottles.....bottles.. | 830 | ..... | ..... | ..... | ..... | **.20** | | ..... | ..... | | ..... | ..... | 29 |
| 30 | Solution, arsenite of potassa, U. S. P. (Fowler's solution), in 8-ounce bottles, oz ..... | 1,030 | .01 | ..... | ..... | ..... | .00⅞ | | .01⅛ | ..... | | ..... | **.005** | 30 |
| 31 | Solution iodide of arsenic and mercury, U. S. P. (Donovan's solution) in 8-ounce bottles.....oz.. | 370 | **.01¼** | ..... | ..... | ..... | .01¼ | | .02⅛ | ..... | | ..... | ..... | 31 |
| 32 | Solution subsulphate of iron, U. S. P., in 4-ounce g. s. bottles.....oz.. | 100 | ..... | ..... | ..... | ..... | **.03** | | ..... | ..... | | ..... | ..... | 32 |
| 33 | Spirits ammonia, aromatic, U. S. P., in 1-pound g. s. bottles.....lbs.. | 102 | ..... | ..... | ..... | ..... | .37 | | .42 | ..... | | **.367** | ..... | 33 |
| 34 | Spirits ether, comp., U. S. P. (Hoffman's anodyne), in 1-pound bottles, securely corked, with glass stopper attached separately..lbs.. | 60 | ..... | ..... | ..... | ..... | **.76** | | .82 | ..... | | ..... | ..... | 34 |
| 35 | Spirits ether, nitrous, U. S. P. (sweet spirits of niter), in 1-pound bottles, securely corked, with glass stopper attached separately..lbs.. | 190 | ..... | ..... | ..... | ..... | **.50** | | ..... | ..... | | ..... | ..... | 35 |
| 36 | Spirits of lavender, compound, U. S. P., in 1-pound bottles.....lbs.. | 60 | ..... | ..... | ..... | ..... | **.34** | | .40 | ..... | | ..... | .42 | 36 |
| 37 | Strychnia, sulphate, powdered, in ¼-ounce bottles, oz ..... | 30 | ..... | ..... | ..... | ..... | **.75** | | ..... | .80 | | ..... | ..... | 37 |
| 38 | Sulfonal, 5-grain tablets (100 in bottle)...bottles.. | 120 | ..... | ..... | ..... | ..... | **1.60** | | 1.88 | ..... | | ..... | .77 | 38 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | | Abram L. Hirsh. | Meyer Bros. Drug Co. | Parke, Davis & Co. | Merck & Co. | Billings Clapp Co. | John Thomas Milliken. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | | | |
| | | | Chicago. | New York. | | Chicago. | Chicago or New York. | Chicago. | Chicago or New York. | Chicago. | |
| | MEDICINES—continued. | | | | | | | | | | |
| | Miscellaneous—Cont'd. | | | | | | | | | | |
| 1 | Sulphur, washed, in 1-pound bottles.lbs.. | 405 | ..... | .07 | .10 | ..... | ..... | ..... | ..... | ..... | 1 |
| 2 | Sirup hypophos. lime, soda, and potash, U. S. P., in 1-pound bottles.....lbs.. | 1,515 | .205 | ..... | .16 | .19 | ..... | .19 | .16 | | 2 |
| 3 | Sirup iodide of iron, U. S. P., in 1-pound bottles.....lbs.. | 180 | .36 | ..... | .35 | .38 | ..... | ..... | .25 | | 3 |
| 4 | Sirup squill, U. S. P., in 1-pound bottles, lbs..... | 1,335 | .095 | ..... | .09 | .13 | ..... | .21 | .12 | | 4 |
| 5 | Sirup wild cherry, U. S. P., in 32-ounce bottles.....bottles.. | 1,665 | .24 | ..... | .22 | .275 | ..... | .21 | .23 | | 5 |
| 6 | Tolu balsam, in 4-ounce jars.....oz.. | 46 | ..... | ..... | .04 | ..... | ..... | ..... | ..... | | 6 |
| 7 | Wine colchicum, rad., U. S. P., in 1-pound bottles.....lbs.. | 50 | ..... | ..... | .235 | .24 | ..... | .237 | .23 | | 7 |
| 8 | Zinc, acetate of, in 2-ounce bottles....oz.. | 27 | ..... | ..... | .02½ | ..... | .03½ | ..... | ..... | | 8 |
| 9 | Zinc, oxide of, in 8-ounce bottles....oz.. | 1,025 | ..... | ..... | .01 | ..... | .01½ | ..... | ..... | | 9 |
| 10 | Zinc, phosphide, in 1-ounce g. s. bottles, oz ..... | 10 | ..... | ..... | .18 | ..... | .17 | ..... | ..... | | 10 |
| 11 | Zinc, sulphate of, in 8-ounce bottles....oz.. | 430 | ..... | ..... | .01 | ..... | .01 1/16 | ..... | ..... | | 11 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Abram L. Hirsh. | Fred Haslam. | Seabury & Johnson. | Meyer Bros. Drug Co. | Whitall Tatum & Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | New York. | | | Chicago. | | |
| | INSTRUMENTS. | | | | | | | | |
| 12 | Aspirators ..... No.. | 5 | 5.50 | ..... | 4.50 | .... | ..... | .... | 12 |
| 13 | | | | | **6.50** | | | | 13 |
| 14 | Atomizers, C. & S., No. 5, with shield ..... do... | 18 | ..... | ..... | ..... | .... | **.198** | .... | 14 |
| 15 | Atomizers, hand ..... do... | 185 | .23 | ..... | .70 | .... | **.30** | .23 | 15 |
| 16 | Bedpans ..... do... | 42 | ..... | ..... | ..... | .... | *a*.49 | .54 | 16 |
| 17 | | | | | | | *b***.42** | | 17 |
| 18 | Binder's boards, 2½ by 12 inches ..... pieces.. | 220 | **.018** | ..... | ..... | .... | ..... | .... | 18 |
| 19 | Binder's boards, 4 by 17 inches ..... do... | 210 | **.01½** | ..... | ..... | .... | ..... | .... | 19 |
| 20 | Bougies, flexible, hard and soft, assorted sizes, No. | 170 | **.03** | ..... | ..... | .... | .03½ | .04 | 20 |
| 21 | Breast pumps ..... No.. | 94 | .15 | ..... | ..... | .... | .15 | **.14** | 21 |
| 22 | Cases, field, operating ..... do... | (*) | ..... | ..... | 31.50 | .... | ..... | .... | 22 |
| 23 | Cases, operating (minor) ..... do... | 3 | ..... | ..... | **16.50** | .... | ..... | .... | 23 |
| 24 | Cases, pocket ..... do... | 7 | 4.00 | ..... | 7.00 | .... | ..... | .... | 24 |
| 25 | | | | | **4.75** | | | | 25 |
| 26 | Cases, stomach pump and tube ..... do... | 16 | **.95** | ..... | ..... | .... | ..... | .... | 26 |
| 27 | Cases, tooth extracting ..... do... | 6 | **5.25** | ..... | 5.25 | .... | ..... | .... | 27 |
| 28 | | | | | 7.15 | | | | 28 |
| 29 | Catheters, flexible, assorted sizes ..... do... | 410 | .12 | ..... | ..... | .... | *e*.10 | .13 | 29 |
| 30 | Cupping glasses, assorted sizes ..... do... | 23 | .06 | ..... | ..... | .... | *c*.07 | .06 | 30 |
| 31 | | | | | | | *d***.22** | | 31 |
| 32 | Felt, for splints ..... sq. yds.. | 5 | ..... | ..... | ..... | 4.00 | **4.00** | .... | 32 |

* None wanted. *a* White. *b* Yellow. *c* Glass. *d* With bulb. *e* Nelston's.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | | Quantity awarded. |
|---|---|---|---|
| | INSTRUMENTS—continued. | | |
| 1 | Lancet, thumb | No.. | 6 |
| | Needles: | | |
| 2 | Surgical, assorted | doz.. | 60 |
| 3 | Upholsterer's | No.. | 14 |
| 4 | Obstretical forceps | do... | 8 |
| 5 | Powder blower, for larynx | do... | 42 |
| 6 | Probangs | do... | 130 |
| | Scissors: | | |
| 7 | 4-inch | do... | 20 |
| 8 | 6-inch | do... | 15 |
| 9 | Speculum for the ear | do... | 6 |
| 10 | Speculum for the rectum | do... | 5 |
| 11 | Speculum for the vagina, bivalve | do... | 15 |
| 12 | Splints, assorted sizes | doz.. | 19 |
| 13 | Sponge holders for throat | No.. | 25 |
| 14 | Stethoscopes, Camman's double | do... | 13 |
| | Syringes: | | |
| 15 | Davidson's self-injector | do... | 168 |
| 16 | Ear, glass | doz.. | 130 |
| 17 | Hard rubber, 8-ounce | No... | 16 |
| 18 | Hypodermic | do... | 50 |
| 19 | Penis, glass, in cases | do... | 900 |
| 20 | Vagina, rubber | do... | 60 |
| 21 | Tongue depressors | do... | 10 |
| | Tourniquets: | | |
| 22 | Field | do... | 7 |
| 23 | Screw, with pad | do... | 8 |
| | Trusses: | | |
| 24 | Double | do... | 12 |
| 25 | Single | do... | 16 |
| 26 | Urinometers | do... | 23 |
| 27 | Uterine dressing forceps, Emmet's | do... | 9 |
| 28 | Uterine sounds, Sim's | do... | 14 |
| | SURGICAL DRESSINGS, ETC. | | |
| 29 | Bags, rubber, 2-quart, for hot water | do... | 215 |
| | Bandages: | | |
| 30 | Roller, unbleached and unsized, assorted, in a pasteboard box—1 dozen, 1 inch by 1 yard; 2 dozen, 2 inches by 3 yards; 2 dozen, 2½ inches by 3 yards; 1 dozen, 3 inches by 4 yards; ½ dozen, 3½ inches by 5 yards; 1 dozen, 4 inches by 6 yards; ½ dozen, 4 inches by 8 yards | boxes.. | 260 |
| 31 | Rubber, Esmarch's | No.. | 25 |
| 32 | Suspensory | do... | 225 |
| 33 | Cotton, absorbent | lbs.. | 1,450 |
| 34 | | | |
| 35 | Cotton bats | No.. | (*) |
| 36 | Cotton wadding | sheets.. | 650 |
| 37 | Gauze, antiseptic (bichloride), in glass; 1 and 5 yard lengths | yds.. | 2,755 |
| 38 | | | |

* No bid.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Charles P. Noyes. | Fred Haslam. | Meyer Bros. Drug Co. | Whitall Tatum Co. | Seabury & Johnson. | Number. |
|---|---|---|---|---|---|
| Points of delivery. | | | | | |
| Chicago. | New York. | Chicago. | | New York. | |
| .23 | | | | | 1 |
| .21 | | .24 | | | 2 |
| .09 | | | | | 3 |
| 2.98 | 2.25 | | | | 4 |
| .29 | | [a].30 | .30 | | 5 |
| .03½ | .75 | .03½ | .03½ | | 6 |
| .25 | | | | | 7 |
| .61 | | | | | 8 |
| .70 | | | | | 9 |
| 1.02 | .75 | | | | 10 |
| 1.04 | .75 | | | | 11 |
| .48 | | | | | 12 |
| .23 | | | | | 13 |
| 1.10 | | | | | 14 |
| | | 1.04 | | | 15 |
| | | .26 | .32 | | 16 |
| | | 1.25 | | | 17 |
| 1.26 | .65 | .93 | .47 | | 18 |
| | | .01½ | .03 | | 19 |
| | | .30 | .35 | | 20 |
| .20 | | | | | 21 |
| .27 | | | | | 22 |
| 1.42 | | | | | 23 |
| 1.18 | | 1.25 | | | 24 |
| .64 | | .72 | | | 25 |
| .15 | | .17 | .14 | | 26 |
| 1.08 | [b]1.00 | | | | 27 |
| .20 | | | | | 28 |
| .54 | | .60 | .54 | | 29 |
| 2.20 | | 4.00 | | 1.95 | 30 |
| .42 | | .45 | | | 31 |
| | | .09 | .095 | .095 | 32 |
| .15½ | | .16 | | .155 | 33 |
| | | .18 | | | 34 |
| | | | | | 35 |
| .035 | | | | | 36 |
| .10 | | [c].13½ | | .095 | 37 |
| .115 | | [d].103 | | | 38 |

[a] Bulb. [b] We can furnish some without catch for 65 cents. [c] 1 yard. [d] 5 yards.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Seabury & Johnson. |
|---|---|---|---|---|
| | | | Points of delivery. | |
| | | | Chicago. | New York. |
| | SURGICAL DRESSINGS—continued. | | | |
| | Ligature: | | | |
| 1 | Catgut, carbolized, three sizes, 1 yard each, in bottles, bottles | 100 | .34 | .32 |
| 2 | Silk ... oz. | 36 | .63 | .65 |
| 3 | Silver wire ... do. | 5 | 1.18 | 1.20 |
| | Lint: | | | |
| 4 | Picked ... lbs. | (‡) | .41 | ..... |
| 5 | Patent ... do. | 205 | ..... | .40 |
| 6 | Oakum, fine, picked ... do. | 50 | .10 | .10 |
| 7 | Oiled silk, in 2-yard pieces, opaque ... yds. | 95 | .55 | .55 |
| 8 | Pencils, hair (assorted sizes), in vials ... doz. | 305 | .085 | ..... |
| | Pins: | | | |
| 9 | Assorted ... paper. | (*) | ..... | ..... |
| 10 | Safety, three sizes ... doz. | 850 | .02 | ..... |
| 11 | | | .04 | |
| | Plaster: | | | |
| 12 | Adhesive (Desnoix), 1 yard in a box ... yds. | 97 | .14 | .15 |
| 13 | Belladonna, 1 yard in a tin ... do. | 330 | .55 | .50 |
| 14 | Isinglass, silk, 1 yard in a tin ... do. | 170 | .36 | .30 |
| 15 | Mustard, 4 yards in a tin ... do. | 625 | .10 | .10 |
| 16 | Plaster of paris, in 5-pound tins ... lbs. | 415 | .03 | ..... |
| | Plaster: | | | |
| 17 | Porous ... doz. | 525 | .38 | .35 |
| 18 | Rubber (Mead's), adhesive, 7 inches wide, in 1-yard rolls ... yds. | 455 | .195 | .20 |
| 19 | Rubber sheeting, white ... do. | 200 | ..... | ..... |
| 20 | Sponge, small, in strings of fifty ... strings. | 46 | .61 | ..... |
| 21 | Towels ... doz. | 110 | ..... | ..... |
| 22 | Tubes, rubber, drainage, Nos. 1, 2, and 3 ... yds. | 32 | .095 | ..... |
| | DISINFECTANTS. | | | |
| 23 | Acid, carbolic, 95 per cent, for disinfection, 1-pound bottles ... lbs. | 1,535 | ..... | ..... |
| 24 | | | | |
| 25 | Iron, sulphate of, commercial, in 10-pound wooden boxes, lbs | 790 | ..... | ..... |
| 26 | Lime, chloride, in 5 and 10 pound impervious boxes ... lbs. | 2,825 | ..... | ..... |
| 27 | Solution, sodium, chlorinated, Labarraques', in g. s. quart bottles ... bottles. | 455 | ..... | ..... |
| 28 | Sulphur, in rolls ... lbs. | 1,300 | ..... | ..... |
| | HOSPITAL STORES. | | | |
| 29 | Arrowroot, Bermuda, Taylor's ... lbs. | 35 | ..... | ..... |
| 30 | Barley, in 1-pound packages ... do. | 105 | ..... | ..... |
| 31 | Beef extract, in ¼-pound packages ... do. | 45 | ..... | ..... |
| 32 | Cinnamon, ground, in 8-ounce w. m. bottles ... oz. | 75 | ..... | ..... |
| 33 | Cocoa, in tins ... lbs. | 12 | ..... | ..... |
| 34 | Corn starch, in 1-pound packages ... do. | 65 | ..... | ..... |
| 35 | Flaxseed, whole ... do. | 90 | ..... | ..... |
| 36 | Flaxseed meal, in tins ... do. | 540 | ..... | ..... |
| 37 | Gelatin ... do. | 32 | ..... | ..... |
| 38 | Ginger, ground, in 8-ounce bottles ... oz. | 185 | ..... | ..... |
| 39 | Mustard, ground, in 1-pound tins ... lbs. | 170 | ..... | ..... |
| 40 | Soap, for medicinal use[a] ... do. | 1,900 | ..... | ..... |
| 41 | Soap, castile, white[b] ... do. | 2,200 | ..... | ..... |
| 42 | | | | |

‡ No award. * No bid.

[a] This must be a pure soda and tallow soap, made of best stock, containing not over 10 per cent of water or over ¼ per cent each of free caustic soda, carbonate, or any mineral matter. It must contain about 1.5 per cent of pure carbolic acid, and be furnished in bars weighing about 1 pound each.

[b] This must be a pure soda and olive-oil soap, made of best materials, containing not over 20 per cent of water and not over ¼ per cent each of free or carbonated alkali or other mineral matters. It must be furnished in bars weighing about 1 pound each.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Meyer Bros. Drug Co. | Robert M. Fair. | Whitall Tatum Co. | Abram L. Hirsh. | Parke, Davis & Co. | Billings, Clapp Co. | Armour & Co. | Swift & Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago. | | | New York. | Chicago and New York. | | | | |
| .395 | | | | | | | | 1 |
| .98 | | | | | | | | 2 |
| | | | | | | | | 3 |
| | | | | | | | | 4 |
| .435 | | | | | | | | 5 |
| .16 | | | | | | | | 6 |
| .79 | | | | | | | | 7 |
| | | | | | | | | 8 |
| | | | | | | | | 9 |
| .03 | | | | | | | | 10 |
| | | | | | | | | 11 |
| | | | | | | | | 12 |
| .595 | | | | | | | | 13 |
| .395 | | | | | | | | 14 |
| .16 | | | | | | | | 15 |
| .04 | | | | | | | | 16 |
| .395 | | .58 | | | | | | 17 |
| .20 | | | | | | | | 18 |
| .31 | | .32 | | | | | f | 19 |
| .545 | | | | | | | | 20 |
| | .415 | | | | | | | 21 |
| | | | | | | | | 22 |
| .20 | | | .18 | | .229 | | | 23 |
| | | | .15 | | | | | 24 |
| .02 | | | | | | | | 25 |
| .05¼ | | | .04¼ | | | | | 26 |
| .21 | | | | .26 | | | | 27 |
| .02¼ | | | .02¼ | | | | | 28 |
| .23 | | | | | | | | 29 |
| .05 | | | | | | | | 30 |
| c2.28 | | | | 1.40 | | d1.35 | 1.40 | 31 |
| .01¾ | | | | | | | | 32 |
| .32 | | | | | | | | 33 |
| .05 | | | | | | | | 34 |
| .04¼ | | | | | | | | 35 |
| .06 | | | | | | | | 36 |
| .33 | | | | | | | | 37 |
| .01¾ | | | | | | | | 38 |
| .215 | | | | | | | | 39 |
| .11 | .0918 | | | | | e.1045 | | 40 |
| .105 | g.07¼ | | | | | f.0920 | | 41 |
| | h.0735 | | | | | | | 42 |

g White } Any quantity, fresh weight, no shrinkage allowance.
h Green }
c Rex brand.
d Armour's soluble beef, f. o. b. Chicago and New York.
e Pound cakes, f. o. b. Chicago.
f Pound bars, f. o. b. Chicago.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Harry B. Lyford. | Meyer Bros. Drug Co. | Parke, Davis & Co. | The Randolph Box & Label Co. | Whitall, Tatum Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | Chicago. | | | Chicago or New York. | Chicago. | | |
| | MISCELLANEOUS. | | | | | | | | |
| 1 | Basins, wash, hand, agate or granite ware.....No.. | 62 | ..... | **.21** | ..... | ..... | ..... | ..... | 1 |
| 2 | | | | .27 | | | | | 2 |
| 3 | Blank books, cap, half-bound, 4 quires, No..... | †12 | ..... | ..... | ..... | ..... | ..... | ..... | 3 |
| 4 | Blowers for insect powder .....No.. | 215 | .03¼ | ..... | **.03¼** | ..... | ..... | ..... | 4 |
| | Boxes: | | | | | | | | |
| 5 | Ointment, impervious.....doz.. | 2,135 | ..... | ..... | .195 | ..... | a**.16** | ..... | 5 |
| 6 | Powder .....do... | 1,690 | ..... | ..... | .51 | ..... | b**.04⅛** | ..... | 6 |
| 7 | Capsules, gelatin, assorted, Nos. 0 to 4, boxes..... | 1,100 | ..... | ..... | **.03** | .04 | ..... | ..... | 7 |
| 8 | Cork pressers.....No.. | 18 | **.15** | ..... | .15 | ..... | ..... | .22 | 8 |
| 9 | Corkscrews .....do... | 37 | .08 | .15 | **.06** | ..... | ..... | .13 | 9 |
| 10 | | | | .17 | | | | | 10 |
| 11 | Corks, velvet, best, assorted, Nos. 1 to 10, gross..... | 590 | ..... | ..... | .22 | ..... | ..... | **.18** | 11 |
| 12 | Dippers, tin, quart .....No. | 18 | ..... | **.07** | ..... | ..... | ..... | ..... | 12 |
| 13 | Dispensatory of United States, edition of 1898 .....No.. | 9 | ..... | ..... | **6.00** | ..... | ..... | ..... | 13 |
| 14 | Droppers, medicine.....do... | 3,815 | .009 | ..... | **.00 11/16** | ..... | ..... | .01 | 14 |
| 15 | Funnels, glass, 8-ounce .....do... | 18 | ..... | ..... | .08 | ..... | ..... | **.06** | 15 |
| 16 | Funnels, tin, pint.....do... | 23 | ..... | **.02½** | ..... | ..... | ..... | ..... | 16 |
| 17 | | | | .02¾ | | | | | 17 |
| 18 | Hones.....do... | 9 | ..... | **.40** | ..... | ..... | ..... | ..... | 18 |
| 19 | Insect powder.....lbs.. | 260 | ..... | ..... | .195 | **.19** | ..... | ..... | 19 |
| 20 | Labels, blank, prescription, gummed, 2 sizes .....hundred.. | 315 | .07 | ..... | ..... | ..... | **.04** | ..... | 20 |
| | Measures: | | | | | | | | |
| 21 | Graduated, glass, 8-ounce .....No.. | 20 | ..... | ..... | **.20** | ..... | ..... | .26 | 21 |
| 22 | Graduated, glass, 4-ounce.....do... | 30 | ..... | ..... | **.15** | ..... | ..... | .20 | 22 |
| 23 | Graduated, glass, minim.....do... | 17 | ..... | ..... | **.15** | ..... | ..... | .16 | 23 |
| 24 | Tin, pint.....do... | 12 | ..... | **.04** | ..... | ..... | ..... | ..... | 24 |
| 25 | Tin, quart .....do... | 16 | ..... | **.05½** | ..... | ..... | ..... | ..... | 25 |
| 26 | Medicine glasses, ½-ounce, graduated, doz ..... | 36 | .28 | ..... | .25 | ..... | ..... | **.21** | 26 |
| 27 | | | | | .33 | | | | 27 |
| | Mortars and pestles, Wedgwood: | | | | | | | | |
| 28 | 3-inch .....No.. | 3 | ..... | ..... | .19 | ..... | ..... | **.18** | 28 |
| 29 | 4-inch.....do... | 1 | ..... | ..... | .27 | ..... | ..... | **.28** | 29 |
| 30 | 5-inch.....do... | (*) | ..... | ..... | .37 | ..... | ..... | .37 | 30 |
| 31 | 6-inch.....do... | 5 | ..... | ..... | .46 | ..... | ..... | **.44** | 31 |
| 32 | 7-inch.....do... | 1 | ..... | ..... | .68 | ..... | ..... | **.64** | 32 |
| 33 | 8-inch.....do... | 6 | ..... | ..... | .85 | ..... | ..... | **.78** | 33 |
| 34 | Mortars and pestles, glass, 4-inch..do... | 26 | ..... | ..... | **.20** | ..... | ..... | .20 | 34 |

† No bid.
* None wanted.
a Assorted, ¼, ½, and 1 ounce.
b Assorted, 3 sizes, 76½, 77½, 78½.

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*Abstracts of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

MEDICAL SUPPLIES—Continued.

| Number. | ARTICLES. | Quantity awarded. | Charles P. Noyes. | Meyer Bros. Drug Co. | Harry B. Lyford. | The Randolph Box and Label Co. | Whitall, Tatum Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Point of delivery. | | | | | |
| | | | Chicago. | | | | | |
| | MISCELLANEOUS—continued. | | | | | | | |
| | Paper: | | | | | | | |
| 1 | Filtering, round, gray, 10-inch.....pack.. | **50** | ..... | .20 | ..... | ..... | **.18** | 1 |
| 2 | Litmus, blue and red, in boxes of 1 dozen books.....box.. | **47** | ..... | **.20** | ..... | ..... | ..... | 2 |
| 3 | Wrapping.....qrs.. | **875** | ..... | **.085** | ..... | ..... | ..... | 3 |
| 4 | Percolators, glass, ½-gallon.....No.. | **4** | ..... | **.35** | ..... | ..... | .50 | 4 |
| 5 | Pill boxes, ⅛ paper, ⅛ turned wood.....doz.. | **1,921** | ..... | *a* **.03½** | ..... | *c*.03½ | ..... | 5 |
| 6 | | | | *b* **.03½** | | | | 6 |
| | Pill tiles: | | | | | | | |
| 7 | 6-inch.....No.. | **6** | ..... | .35 | ..... | ..... | **.28** | 7 |
| 8 | 7-inch.....do... | **2** | ..... | .50 | ..... | ..... | **.45** | 8 |
| 9 | 8-inch.....do... | **2** | ..... | .55 | ..... | ..... | **.45** | 9 |
| 10 | 9-inch.....do... | (*) | ..... | .70 | ..... | ..... | .68 | 10 |
| 11 | 10-inch.....do... | **5** | ..... | .85 | ..... | ..... | **.68** | 11 |
| 12 | Saddlebags, medical, convertible.....do... | (*) | ..... | 7.50 | ..... | ..... | ..... | 12 |
| 13 | Scales and weights, prescription.....do... | **8** | ..... | **1.67** | ..... | ..... | 1.75 | 13 |
| | Spatulas: | | | | | | | |
| 14 | 3-inch.....do... | **28** | ..... | **.145** | .16 | ..... | .14 | 14 |
| 15 | 6-inch.....do... | **27** | ..... | **.20** | .25 | ..... | .23 | 15 |
| 16 | Spirit lamps.....do... | **7** | ..... | .20 | ..... | ..... | **.10** | 16 |
| 17 | Test pellets, for urinalysis, set of, in glass bottles, bottles..... | (‡) | ..... | ..... | ..... | ..... | ..... | 17 |
| 18 | Test tubes, 3 to 7 inches.....nest.. | **77** | **.04** | .055 | ..... | ..... | .05 | 18 |
| | Thermometers: | | | | | | | |
| 19 | Clinical, with certificate.....No.. | **185** | ..... | .35 | ..... | ..... | **.29** | 19 |
| 20 | Mercurial.....do... | **32** | .07 | *d* **.06½** | .07 | ..... | .075 | 20 |
| 21 | Spirit.....do... | **1** | ..... | *d* **.06½** | .07 | ..... | .075 | 21 |
| | Thread: | | | | | | | |
| 22 | Linen, unbleached.....oz.. | (‡) | ..... | ..... | ..... | ..... | ..... | 22 |
| 23 | Cotton, spools, assorted.....No.. | (‡) | ..... | ..... | ..... | ..... | ..... | 23 |
| 24 | Tubes, glass, assorted sizes.....gross.. | **15** | ..... | ..... | ..... | ..... | **.82** | 24 |
| 25 | Twine, wrapping, cotton.....oz.. | **1,220** | .01 | ..... | **.01** | ..... | ..... | 25 |
| | Vials: | | | | | | | |
| 26 | ½-ounce.....doz.. | **1,130** | ..... | **.07½** | ..... | ..... | .08½ | 26 |
| 27 | 1-ounce.....do... | **1,650** | ..... | **.08½** | ..... | ..... | .105 | 27 |
| 28 | 2-ounce.....do... | **2,565** | ..... | **.10½** | ..... | ..... | .125 | 28 |
| 29 | 4-ounce.....do... | **2,840** | ..... | **.13½** | ..... | ..... | .16 | 29 |
| 30 | 6-ounce.....do... | **1,765** | ..... | **.16½** | ..... | ..... | .19 | 30 |
| 31 | Wax, white, in paper.....oz.. | **185** | ..... | **.03** | ..... | ..... | ..... | 31 |
| 32 | Wire netting for splints, No. 4.....sq. ft.. | **92** | **.10** | ..... | ..... | ..... | ..... | 32 |

*a* Wood.
*b* Paper.
*c* Bids for 1,284 boxes, *all paper*, 3 sizes, 29, 30, 31.
*d* 7-inch tin.
* No award.
‡ No bid.



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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*

[NOTE.—Figures in black type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | American Book Co. | John M. Dulany. | The Prang Educational Co. | Werner School Book Co. | J. Lewis Alabaster. | Charles Frank Atkinson. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | | | |
| | | | New York or Chicago. | Chicago. | | | | | |
| | **ARITHMETICS.** | | | | | | | | |
| 1 | Milne's Elements of Arithmetic.....No.. | **1,375** | **.24** | | | | | | 1 |
| 2 | Milne's Standard Arithmetic .....do... | **605** | **.52** | | | | | | 2 |
| 3 | Milne's Mental Arithmetic .....do... | **355** | **.28** | | | | | | 3 |
| | **CHARTS.** | | | | | | | | |
| 4 | Appleton's Reading .....No.. | **13** | 8.00 | **6.35** | | | | | 4 |
| 5 | Butler's Reading .....do... | **6** | | **4.25** | | | | | 5 |
| 6 | Wooster's Reading.....do... | **20** | | **6.50** | | | | | 6 |
| 7 | Franklin's Complete School Charts..do... | **2** | **8.00** | 10.00 | | | | | 7 |
| 8 | Franklin's Primary Language Studies, Part 1.....No.. | **3** | **5.60** | 12.50 | | | | | 8 |
| 9 | Franklin's Natural History Studies..do... | **4** | | **17.50** | | | | | 9 |
| 10 | Franklin's Natural History Studies, Manual for Pupils.....No.. | **33** | | **.50** | | | | | 10 |
| | **DRAWING.** | | | | | | | | |
| 11 | Drawing paper, 8 by 11, 100 sheets in pack .....pcks.. | **4,160** | | .075 | .075 | | **a.05** | .045 | 11 |
| 12 | | | | | | | **b.07½** | | 12 |
| | **THE PRANG ELEMENTARY COURSE IN ART INSTRUCTION.** | | | | | | | | |
| | Drawing books: | | | | | | | | |
| 13 | Third year.....doz.. | **140** | | **1.41** | 1.44 | | | | 13 |
| 14 | Fourth year.....do... | **90** | | **1.41** | 1.44 | | | | 14 |
| 15 | Fifth year.....do... | **52** | | **1.41** | 1.44 | | | | 15 |
| 16 | Sixth year .....do... | **30** | | **1.87** | 1.92 | | | | 16 |
| 17 | Seventh year.....do... | **15** | | **1.87** | 1.92 | | | | 17 |
| 18 | Eighth year.....do... | **13** | | **1.87** | 1.92 | | | | 18 |
| | Manual for Teachers: | | | | | | | | |
| 19 | First year.....No.. | **9** | | **.60** | .60 | | | | 19 |
| 20 | Second year.....do... | **21** | | **.60** | .60 | | | | 20 |
| 21 | Third year .....do... | **15** | | **.60** | .60 | | | | 21 |
| 22 | Fourth year.....do... | **14** | | **.60** | .60 | | | | 22 |
| 23 | Fifth year.....do... | **11** | | **.60** | .60 | | | | 23 |
| 24 | Sixth year .....do... | **6** | | .60 | **.60** | | | | 24 |
| 25 | Seventh year.....do... | **4** | | .60 | **.60** | | | | 25 |
| 26 | Eighth year ..... ....do... | **4** | | .60 | **.60** | | | | 26 |
| 27 | Prang's Set Color Box, No. 1.....do... | **1,560** | | .20 | **.18** | | | c.15 | 27 |
| | **GEOGRAPHIES.** | | | | | | | | |
| 28 | Barnes's Elementary .....No.. | **170** | **.44** | .45 | | | | | 28 |
| 29 | Frye's Primary .....do... | **102** | | **.47** | | | | | 29 |
| 30 | Redway & Hinman's Natural Elementary Geography .....No.. | **765** | **.48** | | | | | | 30 |
| 31 | Redway & Hinman's Natural Advanced Geography .....No.. | **380** | **1.00** | 1.02 | | | | | 31 |
| 32 | Werner's Introductory Geography...do... | **270** | | **.44** | | .44 | | | 32 |
| 33 | Tarbell's Complete Geography.....do... | **295** | | | | **.80** | | | 33 |
| | **HISTORY, UNITED STATES.** | | | | | | | | |
| 34 | Mowry's First Steps in the History of the United States.....No.. | **244** | | **.50** | | | | | 34 |
| 35 | Scudder's Short History .....do... | **210** | | **.48** | | | | | 35 |
| 36 | Eggleston's First Book of American History.....No.. | **208** | **.48** | | | | | | 36 |

a Manila. b White. c De Voe & Reynolds

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisment of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in black type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | American Book Co. | John M. Dulany. | Maynard, Merrill & Co. | Werner School Book Co. | Number. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | New York or Chicago. | Chicago. | New York. | New York or Chicago. | |
| | HISTORY, UNITED STATES—continued. | | | | | | |
| 1 | Burton's Story of Our Country ..... No.. | 75 | ..... | .48 | ..... | .48 | 1 |
| 2 | McMaster's Primary History of United States .. do... | 580 | .48 | ..... | ..... | ..... | 2 |
| 3 | McMaster's School History of United States .... do... | 370 | .80 | ..... | ..... | ..... | 3 |
| 4 | Montgomery's Beginners' American History ... do... | 250 | ..... | .47 | ..... | ..... | 4 |
| | LANGUAGE AND GRAMMAR. | | | | | | |
| | De Garmo's Language Lessons: | | | | | | |
| 5 | Book 1 ..... No.. | 290 | ..... | .24 | ..... | .24 | 5 |
| 6 | Book 2 ..... do... | 130 | ..... | .32 | ..... | .32 | 6 |
| 7 | Bartlett's First Steps in English ..... do... | 335 | ..... | .315 | ..... | ..... | 7 |
| 8 | Metcalf's Elementary English ..... do... | 325 | .32 | ..... | ..... | ..... | 8 |
| 9 | Metcalf's English Grammar ..... do... | 250 | .48 | ..... | ..... | ..... | 9 |
| 10 | Reed & Kellogg's Graded Lessons in English ... do... | 370 | ..... | .32 | .32 | ..... | 10 |
| 11 | Bartlett's Essentials of Language and Grammar. do... | 125 | ..... | .51 | ..... | ..... | 11 |
| | ORTHOGRAPHY. | | | | | | |
| 12 | Johonnot's Sentence and Word Book ..... No.. | 75 | .19 | ..... | ..... | ..... | 12 |
| 13 | Patterson's American Word Book ..... do... | 160 | .20 | ..... | ..... | ..... | 13 |
| 14 | Sever's Progressive Speller ..... do... | 309 | ..... | .21 | ..... | ..... | 14 |
| | READERS. | | | | | | |
| 15 | Baldwin's School Reading by Grades: | | | | | | |
| | First year ..... No.. | 2,440 | .20 | ..... | ..... | ..... | 15 |
| 16 | Second year ..... do... | 1,645 | .28 | ..... | ..... | ..... | 16 |
| 17 | Third year ..... do... | 1,165 | .32 | ..... | ..... | ..... | 17 |
| 18 | Fourth and fifth years, combined ..... do... | 640 | .48 | ..... | ..... | ..... | 18 |
| 19 | Werner's Primer ..... do... | 565 | ..... | .24 | ..... | ..... | 19 |
| 20 | Baldwin's Primer ..... do... | 1,520 | .24 | ..... | ..... | .24 | 20 |
| 21 | Wooster's Primer ..... do... | 1,510 | ..... | .21 | ..... | ..... | 21 |
| 22 | Wooster's Reading Boxes ..... do... | 595 | ..... | .14 | ..... | ..... | 22 |
| 23 | Wooster's Number Boxes ..... do... | 665 | ..... | .14 | ..... | ..... | 23 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | American Book Co. | John M. Dulany. | Werner School Book Co. | J. Lewis Alabaster. | Number. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | New York or Chicago. | Chicago. | New York or Chicago. | Chicago. | |
| | GEOGRAPHICAL READERS, SUPPLEMENTARY. | | | | | | |
| | *The World and its People.* | | | | | | |
| | Carpenter's Geographical Reader: | | | | | | |
| 1 | North America ..... No.. | 165 | .48 | ..... | ..... | ..... | 1 |
| 2 | South America ..... do... | 100 | .48 | ..... | ..... | ..... | 2 |
| 3 | Asia ..... do... | 45 | .48 | ..... | ..... | ..... | 3 |
| 4 | Smith's Our Own Country ..... do... | 95 | ..... | .42 | ..... | ..... | 4 |
| 5 | Coe's Our American Neighbors ..... do... | 66 | ..... | .50 | ..... | ..... | 5 |
| 6 | Coe's Modern Europe ..... do... | 45 | ..... | .50 | ..... | ..... | 6 |
| 7 | Smith's Life in Asia ..... do... | 30 | ..... | .50 | ..... | ..... | 7 |
| 8 | Badlam's Views in Africa ..... do... | 30 | ..... | .60 | ..... | ..... | 8 |
| 9 | Kellogg's Australia and the Islands of the Sea ..... do... | 20 | ..... | .57 | ..... | ..... | 9 |
| 10 | Twombly's Hawaii and its People ..... do... | 41 | ..... | .57 | ..... | ..... | 10 |
| 11 | Klemm's Relief Maps for pupils' hands ..... do... | 240 | ..... | .08 | ..... | .08 | 11 |
| 12 | Taylors' First Reader ..... do... | 135 | ..... | .21 | .20 | ..... | 12 |
| | *Stepping Stones to Literature.* | | | | | | |
| 13 | A First Reader ..... No.. | 330 | ..... | .25 | ..... | ..... | 13 |
| 14 | A Second Reader ..... do... | 340 | ..... | .34 | ..... | ..... | 14 |
| 15 | A Third Reader ..... do... | 305 | ..... | .42 | ..... | ..... | 15 |
| 16 | A Fourth Reader ..... do... | 135 | ..... | .50 | ..... | ..... | 16 |
| 17 | A Fifth Reader ..... do... | 77 | ..... | .50 | ..... | ..... | 17 |
| 18 | A Sixth Reader ..... do... | 85 | ..... | .50 | ..... | ..... | 18 |
| 19 | A Seventh Reader ..... do... | 26 | ..... | .50 | ..... | ..... | 19 |
| 20 | A Reader for Higher Grades ..... do... | 15 | ..... | .50 | ..... | ..... | 20 |
| | *Second to third grades.* | | | | | | |
| 21 | Johonnot's Cats and Dogs ..... No.. | 105 | .14 | ..... | ..... | ..... | 21 |
| | Bass's Nature's Stories for Young Readers: | | | | | | |
| 22 | Plant Life ..... do... | 130 | ..... | .20 | ..... | ..... | 22 |
| 23 | Animal Life ..... do... | 145 | ..... | .28 | ..... | ..... | 23 |
| 24 | Beebe & Kingsley's The First Nature Reader ..... do... | 250 | ..... | .27 | .28 | ..... | 24 |
| 25 | Ford's Nature's Byways ..... do... | 42 | ..... | .32 | ..... | ..... | 25 |
| 26 | Brook's Stories of the Red Children ..... do... | 80 | ..... | .235 | ..... | ..... | 26 |
| 27 | Williams's Choice Literature: Primary Book I ..... do... | 150 | ..... | .18 | ..... | ..... | 27 |
| | *Third to fourth grades.* | | | | | | |
| 28 | Dana's Plants and Their Children ..... No.. | 32 | 52 | ..... | ..... | ..... | 28 |
| 29 | Johonnot's Feathers and Furs ..... do... | 35 | 24 | ..... | ..... | ..... | 29 |
| 30 | Lane's Stories for Children ..... do... | 105 | 20 | ..... | ..... | ..... | 30 |
| 31 | Spear's Leaves and Flowers ..... do... | 65 | ..... | .20 | ..... | ..... | 31 |
| 32 | Andrews's Stories Mother Nature Told Her Children, number ..... | 30 | ..... | .40 | ..... | ..... | 32 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*

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SCHOOL SUPPLIES—Continued.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | American Book Co. | John M. Dulany. | Werner School Book Co. | Number. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | New York or Chicago. | Chicago. | New York or Chicago. | |
| | READERS, SUPPLEMENTAL—continued. | | | | | |
| 1 | Kelly's Leaves from Nature's Story Book .....No.. | **26** | ..... | **.32** | ..... | 1 |
| 2 | Eggleston's Stories of Great Americans for Little Americans.....No.. | **77** | **.32** | ..... | ..... | 2 |
| 3 | Pratt's Legends of the Red Children .....do... | **45** | ..... | .24 | **.24** | 3 |
| 4 | Kelly's Short Stories of our Shy Neighbors.....do... | **20** | **.40** | ..... | ..... | 4 |
| 5 | Eggleston's Stories of American Life and Adventure ...do... | **40** | **.40** | ..... | ..... | 5 |
| 6 | Wright's Seaside and Wayside, Nos. 1, 2, 3, and 4.....do... | **132** | ..... | **.20** | ..... | 6 |
| 7 | | | | **.28** | ..... | 7 |
| 8 | | | | **.40** | ..... | 8 |
| 9 | | | | **.48** | ..... | 9 |
| 10 | Hall's Little Flower People .....do... | **21** | ..... | **.32** | ..... | 10 |
| 11 | Williams's Choice Literature; Intermediate; Book I....do... | **150** | ..... | **.225** | ..... | 11 |
| | *Fourth to fifth grades.* | | | | | |
| 12 | Johonnot's Wings and Fins.....No.. | **22** | **.32** | ..... | ..... | 12 |
| 13 | Johonnot's Claws and Hoofs .....do... | **25** | **.43** | ..... | ..... | 13 |
| 14 | Andrews's Seven Little Sisters .....do... | **94** | ..... | **.40** | ..... | 14 |
| 15 | Andrews's Each and All .....do... | **21** | ..... | **.40** | ..... | 15 |
| 16 | Baldwin's Fairy Stories and Fables .....do... | **43** | **.28** | ..... | ..... | 16 |
| 17 | Pratt's American History Stories, 4 vols .....sets.. | **25** | ..... | **1.15** | ..... | 17 |
| 18 | Newell's From Seed to Leaf.....No.. | **25** | ..... | **.40** | ..... | 18 |
| 19 | Newell's Flower and Fruit.....do... | **23** | ..... | **.64** | ..... | 19 |
| 20 | The Story of Columbus (Ed. Pub. Co.) .....do... | **41** | ..... | **a.32** | ..... | 20 |
| 21 | Our Fatherland (Ed. Pub. Co.).....do... | **8** | ..... | **.40** | ..... | 21 |
| 22 | Stories of Colonial Children (Ed. Pub. Co.).....do... | **36** | ..... | **.32** | ..... | 22 |
| 23 | Eggleston's A First Book in American History.....do... | **20** | **.48** | ..... | ..... | 23 |
| 24 | Baldwin's Fifty Famous Stories Retold .....do... | **37** | **.28** | ..... | ..... | 24 |
| 25 | Baldwin's Old Greek Stories.....do... | **32** | **.36** | ..... | ..... | 25 |
| 26 | Williams's Choice Literature; Intermediate; Book II...do... | **145** | ..... | **.28** | ..... | 26 |
| | *Fifth to sixth grades.* | | | | | |
| 27 | Guerber's Story of the English.....No.. | **46** | **.52** | ..... | ..... | 27 |
| 28 | Guerber's Story of the Romans.....do... | **26** | **.48** | ..... | ..... | 28 |
| 29 | Guerber's Story of the Chosen People .....do... | **12** | **.48** | ..... | ..... | 29 |
| 30 | Johonnot's Flyers, Creepers, and Swimmers .....do... | **35** | **.32** | ..... | ..... | 30 |
| 31 | Baldwin's Primary Lessons in Physiology .....do .. | **140** | ..... | .28 | **.28** | 31 |
| 32 | Pratt's The Great West.....do... | **33** | ..... | **a.24** | ..... | 32 |
| | Pathfinder Physiology: | | | | | |
| 33 | No. 1, Child's Health Primer.....do... | **235** | **.24** | ..... | ..... | 33 |
| 34 | No. 2, Young's People Physiology.....do... | **170** | **.40** | ..... | ..... | 34 |
| 35 | Stickney's Robinson Crusoe .....do... | **90** | ..... | **.28** | ..... | 35 |
| 36 | Stickney's Swiss Family Robinson .....do... | **37** | ..... | **.36** | ..... | 36 |
| 37 | Ed. Pub. Co., Series of Industry, 2 v ols.....sets.. | **25** | ..... | **.64** | ..... | 37 |
| 38 | Moore's Pilgrims and Puritans .....do... | **17** | ..... | **.48** | ..... | 38 |
| 39 | Moore's The Colony and Commonwealth .....do... | **15** | ..... | **.48** | ..... | 39 |

a Boards.

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | American Book Co. | John M. Dulany. | J. Lewis Alabaster. | Number. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | New York or Chicago. | Chicago. | | |
| | READERS, SUPPLEMENTAL—continued. | | | | | |
| 1 | Carroll's Around the World.....No.. | 80 | ..... | .32 | ..... | 1 |
| 2 | Payne's Geographical Nature Studies.....do... | 17 | .20 | ..... | ..... | 2 |
| 3 | Guyot's Geographical Reader .....do... | 25 | .48 | ..... | ..... | 3 |
| 4 | Monteith's Popular Science Reader.....do... | 31 | .60 | ..... | ..... | 4 |
| 5 | Historical Reader (The Morse Co.).....do... | 30 | ..... | .55 | ..... | 5 |
| 6 | Williams's Choice Literature: Grammar; Book I .....do... | 160 | ..... | .32 | ..... | 6 |
| | MANUALS FOR TEACHERS. | | | | | |
| 7 | Hinsdale's The Art of Study .....No.. | 75 | .80 | ..... | ..... | 7 |
| 8 | King's School Interests and Duties.....do... | 40 | .80 | ..... | ..... | 8 |
| 9 | White's School Management.....do... | 75 | .80 | ..... | ..... | 9 |
| 10 | White's The Art of Teaching.....do... | 75 | .80 | ..... | ..... | 10 |
| 11 | Arnold's How to Teach Reading.....do... | 55 | ..... | .85 | ..... | 11 |
| 12 | Betz's Popular Gymnastics.....do... | 10 | ..... | .45 | ..... | 12 |
| 13 | Betz's Light Gymnastics.....do... | 4 | ..... | .54 | ..... | 13 |
| 14 | Betz's Free Gymnastics .....do... | 35 | ..... | .54 | ..... | 14 |
| 15 | Betz's Gymnastic Tactics.....do... | 7 | ..... | .54 | ..... | 15 |
| 16 | Primer of Politeness.....do... | 11 | ..... | .65 | ..... | 16 |
| 17 | Songs, Games, and Rhymes (Milton Bradley Co.).....do... | 55 | ..... | .87 | ..... | 17 |
| 18 | Hailmann's Primary Methods.....do... | 8 | .48 | ..... | ..... | 18 |
| 19 | Augsburg's Drawing Simplified .....do... | 25 | ..... | .80 | ..... | 19 |
| 20 | Ham's Mind and Hand.....do... | 35 | 1.00 | ..... | ..... | 20 |
| 21 | Cutler's Primary Manual Training.....do... | 8 | ..... | .60 | ..... | 21 |
| 22 | Nissen's A B C of Swedish Educational Gymnastics.....do... | 6 | ..... | .60 | ..... | 22 |
| 23 | Hapgood's Progressive Lessons in Needlework .....do... | 30 | ..... | .60 | ..... | 23 |
| 24 | Kirkwood's Sewing Primer .....do... | 85 | .24 | ..... | ..... | 24 |
| 25 | Schwartz's Educational Manual Training .....do... | 12 | ..... | .80 | ..... | 25 |
| 26 | Hoffman's The Sloyd System of Woodworking.....do... | 13 | .80 | ..... | ..... | 26 |
| 27 | Golden's Laboratory Course in Woodturning .....do... | 14 | .64 | ..... | ..... | 27 |
| 28 | Salomon's Handbook of Sloyd .....do... | 7 | ..... | 1.00 | ..... | 28 |
| 29 | Goss's Bench Work in Wood .....do... | 10 | ..... | .56 | ..... | 29 |
| 30 | Sickel's Exercises in Wood Working.....do... | 20 | .80 | ..... | ..... | 30 |
| 31 | Preston Smith's Easy Experiments in Physics .....do... | 42 | ..... | .50 | ..... | 31 |
| 32 | Oakley's Simple Lessons in the Study of Nature.....do... | 14 | ..... | .40 | .40 | 32 |
| 33 | Household Economy, Kitchen Garden Association .....do... | 40 | .34 | ..... | ..... | 33 |
| 34 | Sheldon's Manual of Vertical Writing .....do... | 5 | ..... | .62 | ..... | 34 |
| 35 | Wakeman and Heller's Scientific Sewing and Garment Cutting .....No.. | 65 | ..... | .43 | ..... | 35 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | American Book Co. | John M. Dulany. | J. Lewis Alabaster. | Number. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | New York or Chicago. | Chicago. | | |
| | BOOKS ON AGRICULTURE. | | | | | |
| 1 | Winslow's Principle of Agriculture.....No.. | 80 | .48 | ..... | ..... | 1 |
| 2 | Lupton's Scientific Agriculture .....do... | 75 | .28 | ..... | ..... | 2 |
| 3 | First Principles of Agriculture—Voorhees .....do... | 62 | ..... | .60 | ..... | 3 |
| | *Garden Craft Series, edited by L. H. Bailey (Macmillan Co.).* | | | | | |
| 4 | Bailey's Principles of Agriculture.....No.. | 70 | ..... | .80 | ..... | 4 |
| 5 | Robert's Fertility of the Land .....do... | 46 | ..... | .80 | ..... | 5 |
| 6 | King's The Soil.....do... | 36 | ..... | .50 | ..... | 6 |
| 7 | Roberts's The Farmstead .....do... | 30 | ..... | .80 | ..... | 7 |
| 8 | King's Irrigation and Drainage.....do... | 90 | ..... | .95 | ..... | 8 |
| 9 | Fairchild's Rural Wealth and Welfare.....do... | 21 | ..... | .80 | ..... | 9 |
| 10 | Lodeman's Spraying of Plants .....do... | 35 | ..... | .65 | ..... | 10 |
| 11 | Bailey's The Principles of Fruit Growing .....do... | 47 | ..... | .80 | ..... | 11 |
| 12 | Wing's Milk and its Products .....do... | 75 | ..... | .65 | ..... | 12 |
| 13 | Card's Bush Fruits .....do... | 25 | ..... | .95 | ..... | 13 |
| 14 | Voorhees's Fertilizers .....do... | 30 | ..... | .65 | ..... | 14 |
| 15 | Hunn & Bailey's The Amateur's Practical Garden Book.do... | 75 | ..... | .65 | ..... | 15 |
| 16 | Bailey's Garden Making .....do... | 96 | ..... | .65 | ..... | 16 |
| 17 | Bailey's Plant Breeding.....do... | 20 | ..... | .65 | ..... | 17 |
| 18 | Bailey's The Nursery Book .....do... | 17 | ..... | .65 | ..... | 18 |
| 19 | Bailey's The Pruning Book.....do... | 35 | ..... | .95 | ..... | 19 |
| 20 | Bailey's The Forcing Book.....do... | 50 | ..... | .65 | ..... | 20 |
| 21 | Bailey's Horticulturists' Rule Book .....do... | 40 | ..... | .50 | ..... | 21 |
| | SINGING. | | | | | |
| 22 | Graves's School Hymnary .....No.. | 75 | ..... | .42 | ..... | 22 |
| 23 | Tilden's Common School Song Reader.....do... | 380 | ..... | .29 | ..... | 23 |
| 24 | Gospel Hymns, Nos. 1 to 6 combined, with music.....do... | 2,395 | ..... | .65 | .65¾ | 24 |
| 25 | Carmina for the Sunday School.....do... | 430 | ..... | .45 | ..... | 25 |
| 26 | Johnson's Songs of the Nation .....do... | 740 | ..... | .51 | ..... | 26 |
| | Ripley & Tapper's Natural Short Course in Music: | | | | | |
| 27 | Book 1.....do... | 185 | .28 | ..... | ..... | 27 |
| 28 | Book 2.....do... | 165 | .32 | ..... | ..... | 28 |
| | Natural Music Chart: | | | | | |
| 29 | Series A .....do... | 23 | 3.20 | ..... | ..... | 29 |
| 30 | Series B .....do... | 5 | 3.20 | ..... | ..... | 30 |
| 31 | Series C.....do... | 4 | 3.20 | ..... | ..... | 31 |
| 32 | Series D .....do... | 2 | 3.20 | ..... | ..... | 32 |
| 33 | Series E .....do... | 3 | 3.20 | ..... | ..... | 33 |
| 34 | Series F .....do... | 2 | 3.20 | ..... | ..... | 34 |
| 35 | Series G .....do... | 1 | 3.20 | ..... | ..... | 35 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—The figures in large type denote rates

SCHOOL SUPPLIES—Continued.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | American Book Co. | Robert M. Fair. | John M. Dulany. | Maynard, Merrill & Co. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | New York and Chicago. | Chicago, | | New York. |
| | SINGING—continued. | | | | | |
| | Zuchtmann's American Music System: | | | | | |
| 1 | Book 1 ....doz.. | 12 | ..... | ..... | c 3.60 | ..... |
| 2 | Book 2 ....do... | 10 | ..... | ..... | c 4.80 | ..... |
| 3 | Book 3 ....do... | 3 | ..... | ..... | c 5.40 | ..... |
| 4 | Book 4 ....do... | 2 | ..... | ..... | c 10.80 | ..... |
| 5 | Songs of the School and Flag ....do... | 120 | ..... | ..... | c 7.20 | ..... |
| 6 | Teacher's Manual ....No.. | 21 | ..... | ..... | c .90 | ..... |
| | PENMANSHIP. | | | | | |
| 7 | Barnes's Natural Slant Copy Books, 1 to 8 ....doz.. | **515** | **.60** | ..... | ..... | ..... |
| 8 | Spencerian Vertical Penmanship, Common School Course, 1 to 6 ....doz.. | **330** | **.77** | ..... | ..... | ..... |
| 9 | Sheldon's Vertical Writing, Elementary, 1 to 4 ..do... | **190** | ..... | ..... | **.575** | ..... |
| 10 | Sheldon's Vertical Writing, Grammar, 1 to 6 ....do... | **125** | ..... | ..... | **.77** | ..... |
| 11 | Normal Review System. First Steps in Vertical Writing. Books A, B, C, and D ....doz.. | **155** | ..... | ..... | a **.50** | ..... |
| 12 | | | | | b **.60** | |
| 13 | Normal Review System of Writing, Regular Course, 10 Nos., 1 to 10 ....doz.. | **140** | ..... | ..... | **.78** | ..... |
| 14 | Merrill's Vertical Penmanship, 6 Nos., 1 to 6 ....do... | **225** | ..... | ..... | **.77** | .77 |
| 15 | Common Sense Copy Book, 6 Nos., 1 to 6 ....do... | **165** | ..... | ..... | **.58** | ..... |
| | REGISTERS, SCHOOL. | | | | | |
| 16 | Adams's and Blackman's ....No.. | **22** | ..... | ..... | **.30** | ..... |
| 17 | Adams's Union School ....do... | **75** | ..... | ..... | **.30** | ..... |
| 18 | Van Antwerp, Bragg & Co., Standard ....do... | **125** | **.48** | ..... | ..... | ..... |
| 19 | White's New Common School ....do... | **225** | **.48** | ..... | ..... | ..... |
| | SLATES. | | | | | |
| 20 | 7 by 11 inches ....doz.. | **210** | ..... | 1.05 | 1.10 | ..... |
| 21 | | | | | **1.00** | |
| 22 | 8 by 12 inches ....do... | **260** | ..... | 1.20 | 1.25 | ..... |
| 23 | | | | | **1.10** | |
| | WALL MAPS. | | | | | |
| 24 | Arizona ....No.. | *6 | ..... | ..... | ..... | ..... |
| 25 | California ....do... | 1 | ..... | ..... | ..... | ..... |
| 26 | Hemispheres (outline) ....do... | 15 | ..... | ..... | ..... | ..... |
| 27 | Idaho ....do... | 2 | ..... | ..... | ..... | ..... |
| 28 | Indian Territory ....do... | 2 | ..... | ..... | ..... | ..... |
| 29 | Kansas ....do... | 4 | ..... | ..... | ..... | ..... |
| 30 | Minnesota ....do... | 7 | ..... | ..... | ..... | ..... |
| 31 | Montana ....do... | 1 | ..... | ..... | ..... | ..... |
| 32 | Nebraska ....do... | 1 | ..... | ..... | ..... | ..... |
| 33 | Nevada ....do... | 2 | ..... | ..... | ..... | ..... |
| 34 | New Mexico ....do... | 3 | ..... | ..... | ..... | ..... |
| 35 | North America (outline) ....do... | 13 | ..... | ..... | ..... | ..... |
| 36 | North Dakota ....do... | 2 | ..... | ..... | ..... | ..... |
| 37 | Oklahoma ....do... | 7 | ..... | ..... | ..... | ..... |
| 38 | Oregon ....do... | 2 | ..... | ..... | ..... | ..... |
| 39 | South Dakota ....do... | 3 | ..... | ..... | ..... | ..... |
| 40 | United States, large ....do... | 19 | ..... | ..... | ..... | ..... |
| 41 | United States (outline) ....do... | 8 | ..... | ..... | ..... | ..... |
| 42 | Washington ....do... | 2 | ..... | ..... | ..... | ..... |
| 43 | Wisconsin ....do... | 4 | ..... | ..... | ..... | ..... |
| 44 | Wyoming ....do... | 1 | ..... | ..... | ..... | ..... |

* No award on maps. Needed purchases will be made in open market.
a A and B. b C and D. c Contract disapproved by Secretary of Interior.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

| Rand McNally & Co. | | | The A. H. Andrews Co. | | | J. Lewis Alabaster. | | |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago. | | | | | | | | Number. |
| | | | | | | | | 1 |
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| | | | | | | | | 14 |
| | | | | | | .57 | | 15 |
| | | | | | | | | 16 |
| | | | | | | | | 17 |
| | | | | | | | | 18 |
| | | | | | | | | 19 |
| | | | | | | .99 | | 20 |
| | | | | | | | | 21 |
| | | | | | | 1.16 | | 22 |
| | | | | | | | | 23 |
| *Size.* | *F. M.* | *Diamond Case.* | | | | | | |
| 30 by 36 | 2.40 | 3.60 | | | | 1.70 | 2.45 | 24 |
| 33 by 44 | 1.50 | 2.50 | | | | 1.50 | 2.50 | 25 |
| 41 by 58 | 1.50 | 2.50 | 50 by 32 | 2.25 | 3.25 | 2.25 | 3.25 | 26 |
| 58 by 42 | 3.60 | 5.10 | | | | 2.65 | 3.48 | 27 |
| 36 by 45 | 2.40 | 3.60 | | | | 2.65 | 3.40 | 28 |
| 54 by 32 | 1.50 | 2.50 | | | | 1.50 | 2.50 | 29 |
| 41 by 58 | 1.50 | 2.50 | 40 by 58 | 1.25 | 2.25 | 1.50 | 2.50 | 20 |
| 58 by 42 | 3.60 | 5.10 | | | | 2.65 | 3.40 | 31 |
| 58 by 33 | 1.50 | 2.50 | | | | 1.50 | 2.50 | 32 |
| 33 by 44 | 1.50 | 2.50 | | | | | | 33 |
| 30 by 36 | 2.40 | 3.60 | | | | 1.70 | 2.45 | 34 |
| 41 by 52 | 1.50 | 2.50 | 50 by 42 | 2.25 | 3.25 | 2.25 | 3.25 | 35 |
| 50 by 36 | 1.50 | 2.50 | 40 by 58 | 1.25 | 2.25 | 1.50 | 2.50 | 36 |
| 36 by 45 | 2.40 | 3.60 | | | | 2.65 | 3.40 | 37 |
| 44 by 34 | 2.40 | 3.60 | | | | 1.70 | 2.45 | 38 |
| 52 by 36 | 1.50 | 2.50 | 40 by 58 | 1.25 | 2.25 | 1.50 | 2.50 | 39 |
| 66 by 46 | 3.00 | 4.50 | 40 by 58 | 1.25 | 2.25 | 2.25 | 3.25 | 40 |
| 41 by 52 | 1.50 | 2.50 | 50 by 42 | 2.25 | 3.25 | 2.25 | 3.25 | 41 |
| 60 by 40 | 1.50 | 2.50 | | | | 1.50 | 2.50 | 42 |
| 40 by 54 | 1.50 | 2.50 | 40 by 58 | 1.25 | 2.25 | 1.50 | 2.50 | 43 |
| 58 by 42 | 3.60 | 5.10 | | | | 2.65 | 3.40 | 44 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under*

[NOTE.—Figures in large type denote rates

SCHOOL SUPPLIES—Continued.

| Number. | DESCRIPTION OF ARTICLES. | Quantity awarded. | The A. H. Andrews Co. | J. Lewis Alabaster. |
|---|---|---|---|---|
| | | | Points of delivery. | |
| | | | Chicago. | |
| | MISCELLANEOUS. | | | |
| 1 | Blackboards, 3 by 4 feet, portable, revolving, complete.....No.. | 15 | 8.25 | 7.00 |
| 2 | | | | 7.00 |
| 3 | Blackboard erasers .....do... | 3,615 | 4.50 | ..... |
| 4 | | | 3.25 | |
| 5 | | | 15.00 | |
| 6 | Bibles, medium size.....do... | 840 | ..... | .235 |
| 7 | Cody's Four American Poets.....do... | 37 | ..... | ..... |
| 8 | Call bells .....do... | 60 | ..... | .28 |
| 9 | | | | |
| 10 | Crayons, chalk: | | | |
| 11 | White, dustless.....boxes.. | 1,560 | .45 | .07¼ |
| 12 | | | .30 | |
| 13 | | | | |
| 14 | Colored, assorted .....do... | 370 | .65 | .185 |
| 15 | | | .55 | .44 |
| 16 | | | .30 | .58 |
| 17 | Dawes's How We are Governed .....No.. | 35 | ..... | ..... |
| 18 | Baldwin's Four Great Americans.....do... | 60 | ..... | ..... |
| 19 | Beebe's Four American Naval Heroes .....do... | 57 | ..... | ..... |
| 20 | Burton's Four American Patriots.....do... | 55 | ..... | ..... |
| 21 | Perry & Beebe's Four American Pioneers .....do... | 80 | ..... | ..... |
| 22 | Beebe's Four American Explorers.....do... | 85 | ..... | ..... |
| 23 | Four American Inventors .....do... | 85 | ..... | ..... |
| | Globes of the world: | | | |
| 24 | Large .....do... | *11 | 5.40 | ..... |
| 25 | Medium .....do... | *6 | 3.00 | ..... |
| 26 | Gow's Good Morals and Gentle Manners .....do... | 10 | ..... | ..... |
| 27 | Great American Educators .....do... | 60 | ..... | ..... |
| 28 | Ink wells .....doz.. | 158 | 1.20 | ..... |
| 29 | | | .75 | |
| 30 | | | .50 | |
| 31 | | | .40 | |
| 32 | Music books, instruction for organ.....No.. | 17 | ..... | ..... |
| 33 | Pencils, slate, sharpened .....hund.. | 1,270 | .125 | .095 |
| 34 | | | | .13 |
| 35 | | | | |
| 36 | Plaster paris .....lbs.. | 625 | ..... | .045 |
| 37 | Slated blackboard cloth.....sq. yds.. | 245 | .60 | .60 |
| 38 | Slating brushes, first quality .....No.. | 35 | ..... | .275 |
| 39 | Thermometers .....do... | 215 | ..... | .07 |
| 40 | | | | .12 |
| 41 | | | | .19 |
| 42 | Wall slating, liquid.....galls.. | 45 | 3.00 | ..... |
| 43 | | | | |
| | Webster's Dictionary: | | | |
| 44 | Primary .....No.. | 58 | ..... | ..... |
| 45 | Common school.....do... | 280 | ..... | ..... |
| 46 | High school.....do... | 24 | ..... | ..... |
| 47 | Academic.....do... | 210 | ..... | ..... |
| 48 | International Unabridged .....do... | 19 | 8.50 | 8.50 |
| 49 | | | 9.25 | 9.25 |
| | Spencerian practice paper for penmanship: | | | |
| 50 | Small .....sheets.. | 105,500 | ..... | a.07 |
| 51 | Large .....do... | 96,800 | ..... | a.085 |
| 52 | Miss Bettes's ruling attachment for blackboards.....No.. | 16 | ..... | ..... |
| 53 | Civics for Young Americans.....do... | 95 | ..... | .40 |
| 54 | Fairy tales for little readers .....do... | 157 | ..... | .24 |
| 55 | Mowery's Elements of Civil Government.....do... | 160 | ..... | ..... |

*No award. a Per 100 sheets.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SCHOOL SUPPLIES—Continued.

| Charles Frank Atkinson. | Harry B. Lyford. | Robert M. Fair. | John M. Dulany. | Werner School Book Co. | American Book Co. | Rand, McNally & Co. | Frank Gould. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago. | | | | New York or Chicago. | | Chicago. | | |
| 8.25 | | | | | | | | 1 |
| | | | | | | | | 2 |
| | | .021 | .30 | | | | | 3 |
| | | .024 | | | | | | 4 |
| | | | | | | | | 5 |
| | | | .24 | | | | | 6 |
| | | | .40 | .40 | | | | 7 |
| .40 | .45 | | .50 | | | | | 8 |
| | .85 | | .60 | | | | | 9 |
| | | | .90 | | | | | 10 |
| .075 | .08¼ | .0425 | .055 | | | | | 11 |
| | | .0475 | .075 | | | | | 12 |
| | | .0525 | .075 | | | | | 13 |
| .45 | | .5125 | .45 | | | | | 14 |
| | | | | | | | | 15 |
| | | | | | | | | 16 |
| | | | .80 | | | | | 17 |
| | | | .40 | .40 | | | | 18 |
| | | | .40 | .40 | | | | 19 |
| | | | .40 | .40 | | | | 20 |
| | | | .40 | .40 | | | | 21 |
| | | | .40 | .40 | | 4.50 | | 22 |
| | | | .40 | .40 | | 5.00 | | 23 |
| | | | | | | 2.50 | | 24 |
| | | | | | | | | 25 |
| | | | .80 | | .80 | | | 26 |
| | | | .40 | .40 | | | | 27 |
| | | | .14 | | | | | 28 |
| | | | | | | | | 29 |
| | | | | | | | | 30 |
| | | | | | | | | 31 |
| | | | 1.00 | | | | | 32 |
| | .10 | .1054 | .09 | | | | .155 | 33 |
| | .105 | .126 | .13 | | | | .135 | 34 |
| | | .06 | | | | | | 35 |
| | .01 | | | | | | | 36 |
| .60 | | | | | | | | 37 |
| .26 | .63 | | .24 | | | | | 38 |
| | .35 | | .35 | | | | .35 | 39 |
| | | | .40 | | | | | 40 |
| | | | .60 | | | | | 41 |
| | 1.50 | | | | | | | 42 |
| | 1.40 | | | | | | | 43 |
| | | | | | .38 | | | 44 |
| | | | | | .58 | | | 45 |
| | | | | | .78 | | | 46 |
| | | | | | 1.20 | | | 47 |
| | | | 8.50 | | 8.50 | | | 48 |
| | | | 9.25 | | 9.25 | | | 49 |
| | | | a.055 | | a.10 | | | 50 |
| | | | a.065 | | a.12 | | | 51 |
| | | | 1.50 | | | | | 52 |
| | | | .39 | | | | | 53 |
| | | | .24 | | | | | 54 |
| | | | .60 | | | | | 55 |

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*Abstract of proposals received and contracts awarded in Chicago, Ill., under advertisement of*

[NOTE.—Figures in large type denote rates

MILCH COWS, ETC.

| Number. | Points of delivery. | Kind of cattle. | Quantity offered. | Quantity awarded. | William I. Walker. | Charles J. Hyaham. | John Q. Anderson. |
|---|---|---|---|---|---|---|---|
| | | | *Head.* | *Head.* | | | |
| 1 | Fort Belknap Agency.....Mont.. | Breeding cows.... | 1,500 | **1,500** | [a] 4.00 | [c] 26.90 | [f] 32.00 |
| 2 | | | | | [b] 26.00 | | |
| 3 | | Bulls ..... | 30 | **30** | 100.00 | [e] 49.90 | 75.00 |
| 4 | Standing Rock Agency ..N. Dak.. | Bulls ..... | 75 | **75** | [c] 73.00 | ..... | 60.00 |
| 5 | Rosebud Agency .....S. Dak.. | | 2,100 | **2,100** | ..... | [c] **24.90** | [f] 28.00 |
| 6 | | | 1,000 | ..... | ..... | ..... | ..... |
| 7 | | | 250 | ..... | ..... | ..... | ..... |
| 8 | | | 200 | ..... | ..... | ..... | ..... |
| 9 | | Breeding cows.... | 100 | ..... | ..... | ..... | ..... |
| 10 | | | 100 | ..... | ..... | ..... | ..... |
| 11 | | | 100 | ..... | ..... | ..... | ..... |
| 12 | | | 100 | ..... | ..... | ..... | ..... |
| 13 | | | 100 | ..... | ..... | ..... | ..... |
| 14 | | Milch cows..... | 230 | **230** | ..... | [c] **33.90** | 39.00 |
| 15 | | Milch cows..... | 100 | ..... | ..... | ..... | ..... |
| 16 | | | 230 | ..... | ..... | 84.30 | ..... |
| 17 | | | 100 | ..... | ..... | ..... | 94.00 |
| 18 | | Mares ..... | 75 | **75** | ..... | ..... | ..... |
| 19 | | | 75 | **75** | ..... | ..... | ..... |
| 20 | | | 80 | **80** | ..... | ..... | ..... |
| 21 | | | 10 | ..... | ..... | ..... | ..... |

[a] Per cwt.
[b] Per head.
[c] All or none.
[d] Bred in Montana and Minnesota.
[e] Grade Hereford or Shorthorn.
[f] If not lowest bidder on breeding cows for Rosebud.
[g] Born and bred in Missouri and Illinois.
[h] Per each. Hereford.

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*March 20, 1902, for milch cows, etc., for Fort Belknap, Standing Rock, and Rosebud agencies.*

at which contracts have been awarded.]

MILCH COWS, ETC.

| Cornelius J. McNamara. | G. R. Morris. | Isaac M. Humphrey. | William P. Harned. | Charles W. Redhead. | Warren E. Walter. | Frank Currie. | Albert S. Wendell. | Henry Dawson. | Charles Tienken. | Arthur Cruise. | J. H. Holmes. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **23.00** | *d* 27.47 | *c* 29.45 | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| **43.00** | *d* 57.49 | *c* 67.45 | *g* 100.00 | *h* 100.00 | 99.00 | | | | | | | 3 |
| | *d* **56.47** | *c* 69.45 | *g* 100.00 | | 79.00 | | | | | | | 4 |
| | | | | | | *c* 27.45 | *l* 29.00 | | | | | 5 |
| | | | | | | | | 28.75 | | | | 6 |
| | | | | | | | | | 26.50 | | | 7 |
| | | | | | | | | | 27.75 | | | 8 |
| | | | | | | | | | | *j* 28.25 | | 9 |
| | | | | | | | | | | *j* 29.25 | | 10 |
| | | | | | | | | | | *j* 30.25 | | 11 |
| | | | | | | | | | | *j* 31.25 | | 12 |
| | | | | | | | | | | *j* 32.25 | | 13 |
| | | | | | | *c* 37.45 | *l* 35.00 | 38.00 | | | | 14 |
| | | | | | | | | | 37.75 | *k* 45.00 | | 15 |
| | | | | | | | 120.00 | | | | | 16 |
| | | | | | | | | | | | | 17 |
| | | | | | | **67.45** | | | | | | 18 |
| | | | | | | **77.45** | | | | | | 19 |
| | | | | | | **79.45** | | | | | | 20 |
| | | | | | | | | | | | 170.00 | 21 |

*i* $58,800 for all. $28 per each. If not lowest bidder for whole number, will deliver 1,100 or any part thereof for $26.85 each.

*j* Born and bred in Nebraska and South Dakota.

*k* Born and bred in Nebraska and South Dakota; not to be considered if not awarded more than 300 head breeding cows. This bid was not received until 3.45 p. m., April 15, 1902.

*l* Cows born and bred in Nebraska, South Dakota, Minnesota, Iowa, and Illinois.

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# PROPOSALS RECEIVED AND CONTRACTS AWARDED

IN

# NEW YORK CITY,

## UNDER ADVERTISEMENT OF MARCH 1, 1902.



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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

BLANKETS.

| Number. | CLASS No. 1. BLANKETS. | Quantity awarded. | Robert M. Fair. | The Bay State Clothing Co. | William F. Pippey. | John T. Pirie, jr. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | New York. | | Chicago. |
| 1 | 48 by 76 inches, indigo-blue, for single beds, to weigh not less than 3 pounds each ..... No.. | **900** | **a.6005** | a. 55 | a. 455 | 1.91⅞ |
| 2 | | | | | a. 58½ | |
| 3 | 60 by 76 inches, indigo-blue, for double beds, to weigh not less than 4½ pounds each ..... No.. | **2,850** | **a.6005** | a. 55 | a. 45½ | 1.735 |
| 4 | | | | | a. 58½ | 2.00 |
| 5 | 48 by 76 inches, scarlet, for single beds, to weigh not less than 3 pounds each ..... No.. | **245** | **a.6005** | a. 57 | a. 60 | 2.49 |
| 6 | 60 by 76 inches, scarlet, for double beds, to weigh not less than 4½ pounds each ..... No.. | **220** | **a.6005** | a. 57 | a. 60 | 2.71 |
| 7 | | | | | | 2.69 |
| 8 | 48 by 76 inches, white, for single beds, to weigh not less than 3 pounds each ..... No.. | **280** | **a.6005** | a. 60 | a. 63⅜ | 2.18¼ |
| 9 | | | | | | 2.08 |
| 10 | 60 by 76 inches, white, for double beds, to weigh not less than 4½ pounds each ..... No.. | **320** | **a.6005** | a. 60 | a. 63⅜ | 2.61⅞ |
| 11 | | | | | | 2.73 |
| 12 | | | | | | 2.98⅞ |
| 13 | | | | | | 3.42 |
| 14 | | | | | | 3.98 |

WOOLEN AND KNIT GOODS.

| | CLASS No. 2—WOOLEN AND KNIT GOODS. | | | | | |
|---|---|---|---|---|---|---|
| | Flannel, dress: | | | | | |
| 15 | Dark-blue, 50 to 54 inch ..... yds.. | **19,000** | **.44** | ..... | ..... | .415 |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | Gray, 50 to 54 inch ..... do... | **6,510** | **.44** | ..... | ..... | .415 |
| 19 | | | .49 | | | |
| 20 | Flannel, red, twilled ..... do... | **2,130** | .21½ | ..... | ..... | .15 |
| 21 | | | **.23½** | | | .19⅞ |
| 22 | | | | | | .22½ |
| 23 | | | | | | .24⅞ |
| | Drawers: | | | | | |
| 24 | Boys', knit, light, for summer wear, assorted sizes, 24 to 30 ..... pairs.. | **9,160** | .155 | ..... | .17 | .15½ |
| 25 | | | | | | .15½ |
| 26 | | | | | | .15½ |
| 27 | | | | | | .175 |
| 28 | | | | | | .175 |
| 29 | | | | | | .175 |
| 30 | Men's, knit, light, for summer wear, assorted sizes, 32 to 40 ..... pairs.. | **9,000** | .344 | ..... | .25 | .31 |
| 31 | | | **.25** | | .23 | |
| 32 | | | | | .24 | |
| 33 | | | | | | |
| 34 | Fascinators, woolen ..... doz.. | **430** | 1.85 | ..... | ..... | 1.90 |
| 35 | | | 2.00 | | | **2.25** |
| 36 | | | 2.10 | | | 2.75 |
| 37 | | | 2.25 | | | |
| 38 | | | 2.25 | | | |
| 39 | | | 2.375 | | | |
| 40 | | | | | | |

a Per pound. b 2,600 yards only.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

BLANKETS.

| John Wanamaker. | Charles E. Hammond. | United States Trading Co. | Frank L. Stott. | John C. Eames. | Frederick W. Kavanaugh. | Edward J. H. Estabrooks. | Maurice Brill. | Rugene Walrath. | Sanders Gutman. | New Britain Knitting Co. | The Manhattan Supply Co. | William S. Blau. | Edward Barnes. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | |
| New York. | | | | | | | | | | | | Not stated. | New York. | |
| 1.1665 | | | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | 2 |
| 1.7498 | | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | | 4 |
| 1.4369 | | | | | | | | | | | | | | 5 |
| 2.1553 | | | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | | | 7 |
| 1.3442 | | | | | | | | | | | | | | 8 |
| | | | | | | | | | | | | | | 9 |
| 2.0163 | | | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | | | 13 |
| | | | | | | | | | | | | | | 14 |

WOOLEN AND KNIT GOODS.

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | .47 | .46 | .475 | .365 | | | | | | | | | | 15 |
| | .40 | .38 | .475 | | | | | | | | | | | 16 |
| | | .47 | | | | | | | | | | | | 17 |
| | b.44 | .47 | .45 | | | | | | | | | | | 18 |
| | b.44 | .55 | .45 | | | | | | | | | | | 19 |
| | | .24 | .28 | | | | | | | | | | | 20 |
| | | | .26 | | | | | | | | | | | 21 |
| | | | | | | | | | | | | | | 22 |
| | | | | | | | | | | | | | | 23 |
| | | | | | .19¼ | .185 | .21 | .16 | c.18¾ | | | | | 24 |
| | | | | | .19¼ | .1995 | | .145 | .205 | | | | | 25 |
| | | | | | .19¼ | | | | | | | | | 26 |
| | | | | | | | | | | | | | | 27 |
| | | | | | | | | | | | | | | 28 |
| | | | | | | | | | | | | | | 29 |
| | | | | .285 | .29 | .2749 | .27 | .235 | c.26¾ | .30 | | | | 30 |
| | | | | | | .2649 | | .22 | c.27¾ | .275 | | | | 31 |
| | | | | | | | | | | .27 | | | | 32 |
| | | | | | | | | | | .24 | | | | 33 |
| 1.65 | | | | 1.97 | | | | | | | 1.80 | 1.90 | 2.75 | 34 |
| 1.95 | | | | 2.00 | | | | | | | 1.90 | 2.375 | 2.25 | 35 |
| | | | | 2.05 | | | | | | | 2.00 | 2.375 | 1.75 | 36 |
| | | | | 2.32 | | | | | | | 2.05 | | 2.375 | 37 |
| | | | | 2.38 | | | | | | | 2.10 | | 1.50 | 38 |
| | | | | | | | | | | | 2.20 | | 1.85 | 39 |
| | | | | | | | | | | | 2.08 | | | 40 |

c All goods to be packed in 1-dozen papers.



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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS—Continued.

| Number. | CLASS No. 2. WOOLEN AND KNIT GOODS—continued. | Quantity awarded. | Robert M. Fair. Points of delivery. Chicago. |
|---|---|---|---|
| 1 | Hoods, woolen, assorted sizes .....doz.. | 180 | 1.65 |
| 2 | | | 2.25 |
| 3 | | | 3.00 |
| 4 | | | 2.25 |
| 5 | | | 2.75 |
| 6 | | | 3.25 |
| 7 | | | 2.75 |
| 8 | | | 3.25 |
| 9 | | | 3.375 |
| 10 | | | 3.50 |
| 11 | | | 3.50 |
| 12 | | | 3.50 |
| 13 | | | |
| 14 | Hose: | | |
| 15 | Misses', woolen, medium weight, assorted sizes, Nos. 6½ to 8½...do... | 58 | 1.50 |
| 16 | | | 1.90 |
| 17 | | | 2.175 |
| 18 | | | |
| 19 | Women's, woolen, medium weight, assorted sizes, Nos. 9 to 10...do... | 95 | 1.80 |
| 20 | | | 1.85 |
| 21 | | | 1.90 |
| 22 | | | 1.95 |
| 23 | | | |
| 24 | Misses', cotton, medium weight, assorted sizes, Nos. 6½ to 8½....do... | 90 | 1.075 |
| 25 | | | 1.125 |
| 26 | | | 1.15 |
| 27 | | | 1.20 |
| 28 | Women's, cotton, medium, assorted sizes, Nos. 9 to 10.....do... | 75 | .80 |
| 29 | | | .84 |
| 30 | | | .89 |
| 31 | | | |
| 32 | Misses', woolen, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 6½ to 8½.....doz.. | 820 | 2.125 |
| 33 | | | 2.175 |
| 34 | | | 2.225 |
| 35 | | | |
| 36 | Women's, woolen, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 9 to 10.....doz.. | 445 | 1.80 |
| 37 | | | 1.90 |
| 38 | | | 1.975 |
| 39 | | | |
| 40 | Misses', cotton, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 6½ to 8½.....doz.. | 2,250 | 1.275 |
| 41 | | | 1.65 |
| 42 | | | |
| 43 | | | |
| 44 | Women's, cotton, black, fine-ribbed, regular made, good quality, fast dye, assorted sizes, Nos. 9 to 10.....doz.. | 1,455 | 1.75 |
| 45 | | | 1.85 |
| 46 | | | 2.025 |
| 47 | Linsey, plaid .....yds.. | 2,600 | 9.33 |
| 48 | | | 9.69 |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

WOOLEN AND KNIT GOODS—Continued.

| William S. Blau. | John T. Pirie, jr. | John Wanamaker. | John C. Eames. | Arthur C. Smith. | Maurice Brill. | Louis Blumenstein. | American Hosiery Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Not stated. | Chicago. | New York. | | Omaha. | New York. | | | |
| 1.90 | 1.75 | 3.02 | b **2.95** | ..... | ..... | ..... | ..... | 1 |
| 1.60 | 1.98 | 3.57 | c **3.48** | | | | | 2 |
| 2.75 | 3.48 | 4.12 | d **4.05** | | | | | 3 |
| 1.75 | 2.24 | | | | | | | 4 |
| 1.875 | 2.95 | | | | | | | 5 |
| 2.35 | 3.74 | | | | | | | 6 |
| 3.25 | | | | | | | | 7 |
| 3.00 | | | | | | | | 8 |
| 2.30 | | | | | | | | 9 |
| 3.00 | | | | | | | | 10 |
| 2.75 | | | | | | | | 11 |
| 4.00 | | | | | | | | 12 |
| 3.75 | | | | | | | | 13 |
| 2.90 | | | | | | | | 14 |
| ..... | 1.94 | 2.115 | 2.175 | 1.80 | 2.20 | 1.50 | ..... | 15 |
| | 1.94 | 2.16 | | | | 1.50 | | 16 |
| | 2.14 | 2.27 | | | | | | 17 |
| | **2.14** | 2.30 | | | | | | 18 |
| ..... | 1.90 | 1.825 | 2.125 | 2.25 | ..... | 1.75 | ..... | 19 |
| | | **1.91** | | | | 1.80 | | 20 |
| | | | | | | 1.82 | | 21 |
| | | | | | | 1.85 | | 22 |
| | | | | | | 1.88 | | 23 |
| ..... | 1.14 | **1.165** | 1.15 | .85 | 1.15 | ..... | ..... | 24 |
| | 1.19 | 1.265 | | 1.15 | | | | 25 |
| | 1.07 | 1.28 | | 1.25 | | | | 26 |
| | | 1.33 | | | | | | 27 |
| ..... | .845 | .845 | .85 | .875 | .90 | ..... | ..... | 28 |
| | .89 | .92 | | .95 | | | | 29 |
| | .87 | | | 1.85 | | | | 30 |
| | .76 | | | | | | | 31 |
| ..... | 1.94 | 2.115 | 2.175 | ..... | 2.20 | 1.80 | a .42 | 32 |
| | 1.94 | 2.16 | | | | 1.90 | | 33 |
| | **2.14** | 2.27 | | | | 1.85 | | 34 |
| | 2.14 | 2.30 | | | | | | 35 |
| ..... | 1.91 | 1.875 | 2.125 | ..... | 2.25 | ..... | ..... | 36 |
| | 1.91 | **1.92** | | | | | | 37 |
| | 2.11 | | | | | | | 38 |
| | 2.11 | | | | | | | 39 |
| ..... | 1.74 | 1.495 | 1.45 | 1.75 | 1.50 | ..... | a .19 | 40 |
| | | 1.615 | | | | | | 41 |
| | | 1.69 | | | | | | 42 |
| | | 1.785 | | | | | | 43 |
| ..... | 1.14 | 1.94 | ..... | 1.775 | 1.75 | ..... | ..... | 44 |
| | 1.27 | | | 1.85 | | | | 45 |
| | 1.19 | | | | | | | 46 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 47 |
| | | | | | | | | 48 |

a Per pair. b Childs. c Misses. d Ladies.

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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS—Continued.

| Number. | CLASS No. 2. WOOLEN AND KNIT GOODS—continued. | Quantity awarded. | Henry H. Lippert. | The Manhattan Supply Co. | Robert M. Fair. | John T. Pirie, jr. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | New York or Chicago. | New York. | Chicago. | |
| | Mittens: | | | | | |
| 1 | Boys', woolen, assorted sizes.....dozen.. | 405 | 1.12 | 1.14 | 1.38 | 1.88 |
| 2 | | | 1.22 | **1.145** | 1.65 | 2.12 |
| 3 | | | | | 1.66 | 2.12 |
| 4 | | | | | 1.67 | |
| 5 | Men's, woolen, assorted sizes .....do... | 260 | 1.27 | 1.24 | 1.52 | 2.12 |
| 6 | | | 1.50 | **1.47** | 1.53 | 2.12 |
| 7 | | | | 1.57 | 1.80 | |
| 8 | | | | | 1.82 | |
| 9 | | | | | 1.83 | |
| 10 | | | | | 1.825 | |
| 11 | Girls', woolen, assorted sizes.....do... | 475 | ..... | ..... | 1.40 | 1.20 |
| 12 | | | | | **1.44** | 1.40 |
| 13 | | | | | 1.58 | 1.65 |
| 14 | | | | | | |
| | Pants: | | | | | |
| 15 | Ladies', knit, light, for summer wear, assorted sizes, 32 to 36 .....pairs.. | 6,800 | ..... | ..... | .099 | ..... |
| 16 | | | | | .135 | |
| | Misses', knit, light, for summer wear, assorted | | | | | |
| 17 | sizes, 24 to 30 .....pairs.. | 6,320 | ..... | ..... | .085 | **.1360** |
| 18 | | | | | .085 | .1360 |
| 19 | | | | | | |
| 20 | Shawls, about ⅘, black mixed and brown mixed, high colored and tartan plaid.....pairs.. | 2,605 | ..... | 1.10 | 1.32 | 1.12 |
| 21 | | | | 1.35 | 1.40 | 1.48 |
| 22 | | | | 1.64 | **1.50** | |
| 23 | | | | | 1.67 | |
| 24 | | | | | 1.80 | |
| 25 | | | | | 1.82 | |
| 26 | Skirts, balmoral .....No.. | 6,255 | ..... | .599 | .625 | .44 |
| 27 | | | | | | .33 |
| | Socks: | | | | | |
| 28 | Boys', woolen, assorted sizes, Nos. 7 to 9....doz.. | 545 | ..... | ..... | ..... | ..... |
| 29 | | | | | | |
| 30 | | | | | | |
| 31 | | | | | | |
| 32 | | | | | | |
| 33 | Men's, woolen, assorted sizes, Nos. 9½ to 11½.do... | 530 | ..... | ..... | 1.60 | ..... |
| 34 | | | | | 1.625 | |
| 35 | | | | | | |
| 36 | | | | | | |
| 37 | | | | | | |
| 38 | Boys', cotton, heavy, assorted sizes, Nos 7 to 9, doz..... | *1,145 | ..... | ..... | ..... | ..... |
| 39 | | | | | | |
| 40 | Men's, cotton, heavy, assorted sizes, Nos. 9½ to 11½ .....doz.. | 900 | ..... | ..... | .7605 | .855 |
| 41 | | | | | | .745 |
| 42 | | | | | | |
| 43 | | | | | | |
| 44 | | | | | | |
| 45 | Men's, cotton, medium weight, assorted sizes, Nos. 9½ to 11½.....doz.. | 785 | ..... | ..... | .66 | .71 |
| 46 | | | | | | .66 |
| 47 | | | | | | |

* No award.
[a] All goods to be packed in 1 dozen papers.
[b] Per pair.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

| Maurice Brill. | William F. Pippey. | John Wanamaker. | Edward Barnes. | John C. Eames. | Sanders Gutman. | Joseph L. Gerson. | Edward M. Marks. | Louis Blumenstein. | Arthur C. Smith. | American Hosiery Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | |
| New York. | | | | | | | | | Omaha. | New York. | |
| 1.14 | | | | 1.15 | | | | | | | 1 |
| | | | | 1.15 | | | | | | | 2 |
| | | | | | | | | | | | 3 |
| | | | | | | | | | | | 4 |
| 1.89 | | | | 1.90 | | | | | | | 5 |
| 1.80 | | | | | | | | | | | 6 |
| | | | | | | | | | | | 7 |
| | | | | | | | | | | | 8 |
| | | | | | | | | | | | 9 |
| | | | | | | | | | | | 10 |
| 1.30 | | | 1.125 | 1.40 | | | | | | | 11 |
| 1.44 | | | 1.35 | 1.40 | | | | | | | 12 |
| | | | 1.45 | 1.40 | | | | | | | 13 |
| | | | | 1.40 | | | | | | | 14 |
| .25 | | .135 | | | a .125 | | | | | | 15 |
| | | | | | | | | | | | 16 |
| .15 | .16 | .09 17/20 | | | a .085 | | | | | | 17 |
| | .10 | .10 7/8 | | | | | | | | | 18 |
| | .12 | | | | | | | | | | 19 |
| | | 1.50 | | | | | | | | | 20 |
| | | 1.75 | | | | | | | | | 21 |
| | | | | | | | | | | | 22 |
| | | | | | | | | | | | 23 |
| | | | | | | | | | | | 24 |
| | | | | | | | | | | | 25 |
| | .61 | | | | | | | | | | 26 |
| | | | | | | | | | | | 27 |
| | | | | | | 1.42 | 1.44 | 1.40 | | | 28 |
| | | | | | | 1.43 | 1.47 | 1.41 | | | 29 |
| | | | | | | 1.46 | 1.48 | 1.43 | | | 30 |
| | | | | | | 1.48 | 1.49 | 1.46 | | | 31 |
| | | | | | | 1.55 | 1.51 | 1.48 | | | 32 |
| 1.50 | | | | | | 1.58 | 1.57 | 1.59 | | | 33 |
| | | | | | | 1.60 | 1.60 | 1.60 | | | 34 |
| | | | | | | 1.65 | 1.62 | 1.67 | | | 35 |
| | | | | | | 1.75 | 1.75 | 1.73 | | | 36 |
| | | | | | | 1.59 | | 1.90 | | | 37 |
| | | | | | | | | | .525 | | 38 |
| | | | | | | | | | .625 | | 39 |
| | | | .60 | .79 | | | | | .675 | b .125 | 40 |
| | | | .64 | | | | | | .70 | | 41 |
| | | | .64 | | | | | | .775 | | 42 |
| | | | .75 | | | | | | | | 43 |
| | | | .86 | | | | | | | | 44 |
| | | | | .65 | | | | | .50 | b .16¼ | 45 |
| | | | | | | | | | .65 | | 46 |
| | | | | | | | | | .65 | | 47 |

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*Abstract of proposals received and contracts awarded in New York City under*

[NOTE.—Figures in large type denote rates

WOOLEN AND KNIT GOODS—Continued.

| Number. | CLASS No. 2. WOOLEN AND KNIT GOODS—continued. | Quantity awarded. | Frederick W. Kavanaugh. | Robert M. Fair. |
|---|---|---|---|---|
| | | | Points of delivery. | |
| | | | New York. | Chicago. |
| | Undershirts: | | | |
| 1 | Boys', light, for summer wear, assorted sizes, 24 to 30...No.. | 8,350 | .19¼ | .157 |
| 2 | | | .19¼ | |
| 3 | | | .19¼ | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | Men's, light, for summer wear, assorted sizes, 32 to 38..do... | 10,890 | .285 | .32 |
| 8 | | | | .23 |
| 9 | | | | |
| 10 | | | | |
| | Vests: | | | |
| 11 | Ladies', knit, light, for summer wear, assorted sizes, 32 to 38.....No.. | 9,035 | ..... | .097 |
| 12 | | | | .099 |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | Misses', knit, light, for summer wear, assorted sizes, 24 to 30.....No.. | 6,280 | ..... | .085 |
| 17 | | | | .061 |
| 18 | | | | |
| | Yarn: | | | |
| 19 | Assorted colors, 3-ply.....lbs.. | 925 | ..... | .525 |
| 20 | | | | |
| 21 | Gray, 3-ply.....do... | 230 | ..... | .525 |
| 22 | | | | |
| | *Additional articles.* | | | |
| 23 | Pants, merino, for winter, ladies', assorted sizes, 30 to 40..pairs.. | 600 | ..... | .32 |
| 24 | | | | .34 |
| 25 | | | | .343 |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

WOOLEN AND KNIT GOODS—Continued.

| Edward J. H. Estabrook. | William F. Pippey. | John T. Pirie, jr. | Maurice Brill. | John Wanamaker. | Eugene Walrath. | New Britain Knitting Co. | Sanders Gutman. | John C. Eames. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | |
| New York. | | Chicago. | New York. | | | | | | |
| **.1789** | .17 | .15¼ | .20½ | ..... | .145 | ..... | a. 17¼ | ..... | 1 |
| | | .15¾ | | | .145 | | | | 2 |
| | | .15¾ | | | | | | | 3 |
| | | .175 | | | | | | | 4 |
| | | .175 | | | | | | | 5 |
| | | .175 | | | | | | | 6 |
| .2749 | .25 | .31 | .28 | ..... | .22 | .30 | a. 24¾ | .285 | 7 |
| .294 | .27 | | | | .22 | .275 | a. 27¼ | | 8 |
| | | | | | | .27 | | | 9 |
| | | | | | | .24 | | | 10 |
| ..... | ..... | ..... | .13 | **.135** | ..... | ..... | a. 125 | .11 | 11 |
| | | | .14 | .135 | | | | | 12 |
| | | | .16 | | | | | | 13 |
| | | | .14 | | | | | | 14 |
| | | | .25 | | | | | | 15 |
| ..... | .16 | **.1360** | .14 | .09 17/20 | ..... | ..... | ..... | ..... | 16 |
| | .10 | .1360 | .16 | .10 23/28 | | | | | 17 |
| | .12 | | | | | | | | 18 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | .49 | 19 |
| | | | | | | | | **.50** | 20 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | .49 | 21 |
| | | | | | | | | **.50** | 22 |
| ..... | ..... | ..... | .38 | .45 | ..... | ..... | ..... | .29 | 23 |
| | | | | | | | | | 24 |
| | | | | | | | | | 25 |

a All goods to be packed in 1 dozen papers.

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*Abstract of proposals received and contracts awarded in New York City under*

[NOTE.—Figures in large type denote rates

COTTON GOODS.

| Number. | CLASS No. 3. COTTON GOODS. | Quantity awarded. | Joseph N. Damon. | The Manhattan Supply Co. | Robert M. Fair. | Thomas Kelly. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | New York. | | Chicago. | New York. |
| 1 | Apron check, 30-inch, sample required of at least 1 linear yard ..... yds.. | **130,000** | ..... | .0667 | .0631 | ..... |
| 2 | | **21,675** | | | **.0637** | |
| 3 | Bed comforts, warranted fast colors, 64 by 64, both sides same material, filled with carded cotton, to weigh 7¼ to 7¾ pounds each, to average not less than 7½ pounds, No..... | **626** | 1.16 | ..... | 1.165 | ..... |
| 4 | | | 1.14 | | | |
| 5 | Bedspreads, white: | | | | | |
| 6 | Single ..... No.. | **730** | ..... | .74 | .65 | .67 |
| 7 | | | | | .67 | |
| 8 | | | | | | |
| 9 | Double..... do... | **1,275** | ..... | .77 | .50 | .83 |
| 10 | | | | .85 | .59 | .89 |
| 11 | | | | | .625 | |
| 12 | | | | | .675 | |
| 13 | | | | | .725 | |
| 14 | | | | | .78 | |
| 15 | Bedticking, blue and white stripe..... yds.. | **3,375** | ..... | .0684 | **.0833** | ..... |
| 16 | | | | | .0762 | |
| 17 | | | | | .0788 | |
| 18 | | | | | .0637 | |
| 19 | | | | | .0711 | |
| 20 | | | | | .0858 | |
| 21 | Cambric, colored ..... yds.. | **9,835** | ..... | ..... | .0374 | ..... |
| 22 | | | | | **.0360** | |
| 23 | Canton flannel, brown, heavy..... do... | **87,300** | ..... | .0634 | .0633 | ..... |
| 24 | | | | .0649 | .0784 | |
| 25 | | | | .0669 | .0637 | |
| 26 | | | | | .0613 | |
| 27 | | | | | .0673 | |
| 28 | | | | | .0558 | |
| 29 | | | | | .0711 | |
| 30 | Canvas, tailor's, unbleached..... do... | **5,325** | ..... | ..... | .08¼ | ..... |
| 31 | | | | | .07½ | |
| 32 | | | | | .0730 | |
| 33 | | | | | .0740 | |
| 34 | | | | | .0785 | |
| 35 | | | | | **.09¾** | |
| 36 | Cheviot, cotton ..... do... | *21,675 | ..... | ..... | .0588 | ..... |
| 37 | | | | | .0588 | |
| 38 | Cotton, knitting, white and colored, medium, Nos. 10 to 18 ..... lbs.. | **595** | ..... | ..... | *f* **.25** | ..... |
| 39 | | | | | *f* **.26** | |
| 40 | | | | | *f* **.27** | |
| 41 | | | | | *f* **.28** | |
| 42 | | | | | *f* **.29** | |
| 43 | | | | | *g* **.29** | |
| 44 | | | | | *g* **.30** | |
| 45 | | | | | *g* **.32** | |
| 46 | | | | | *g* **.34** | |

* No award. Apron check taken instead.
*a* 100,000 yards *only*.
*b* 25,000 yards *only*.
*c* New York delivery.
*d* Chicago delivery.
*e* Bids *only*.
*f* White.
*g* Colored.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

COTTON GOODS.

| John T. Pirie, jr. | | United States Trading Co. | John Wanamaker. | Fred Moss. | John C. Eames. | The P. R. Mitchell Co. | Edward J. H. Estabrooks. | Maurice Brill. | Austin C. Trowbridge. | Edward Barnes. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | |
| Chicago. | | New York. | | | | New York and Chicago. | New York. | | | | |
| a .0662 | ..... | .0673 | ..... | .0657 | .0662 | c .0674 | ..... | ..... | ..... | ..... | 1 |
| b .0605 | | | | .0638 | | d .0681 | | | | | 2 |
| ..... | ..... | ..... | 1.13 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 3 |
| | | | 1.15 | | | | | | | | 4 |
| | | | **1.09** | | | | | | | | 5 |
| .66 | ..... | .54 | .54 | .74 | .54 | ..... | ..... | ..... | ..... | ..... | 6 |
| .705 | | .69 | .61 | .69 | .62 | | | | | | 7 |
| .775 | | | .63 | | **.73** | | | | | | 8 |
| .715 | ..... | .79 | .57 | .8275 | .62 | ..... | ..... | ..... | ..... | ..... | 9 |
| **.82½** | | .93 | .60 | | .68 | | | | | | 10 |
| .96¾ | | | .63 | | .72 | | | | | | 11 |
| | | | .67 | | .81 | | | | | | 12 |
| | | | .71½ | | | | | | | | 13 |
| | | | .73 | | | | | | | | 14 |
| .08⅛ | ..... | .0924 | e .085 | .0859 | .0861 | c .0824 | ..... | ..... | ..... | ..... | 15 |
| | | .0974 | e .105 | | .0802 | d .0840 | | | | | 16 |
| | | | | | .0674 | | | | | | 17 |
| | | | | | .0751 | | | | | | 18 |
| | | | | | .0999 | | | | | | 19 |
| | | | | | | | | | | | 20 |
| .0374 | ..... | .0448 | e .03⅛ | ..... | .0399 | e .0402 | ..... | ..... | ..... | ..... | 21 |
| | | | e .03⅞ | | | d .0407 | | | | | 22 |
| .0724 | ..... | .0773 | e .06¼ | .0657 | **.0685** | e .0649 | .0715 | .07½ | .075 | ..... | 23 |
| .0774 | | | e .06¾ | .0644 | .0712 | d .0664 | .0695 | .06⅞ | .08¼ | | 24 |
| .0849 | | | | .0619 | .0718 | | | .06⅛ | | | 25 |
| | | | | | .0675 | | | .06⅜ | | | 26 |
| | | | | | | | | .06⅝ | | | 27 |
| | | | | | | | | .075 | | | 28 |
| | | | | | | | | | | | 29 |
| .13 | ..... | .099 | e .075 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 30 |
| .10⅞ | | | e .07⅞ | | | | | | | | 31 |
| .12 | | | e .09¾ | | | | | | | | 32 |
| .11⅛ | | | | | | | | | | | 33 |
| .12½ | | | | | | | | | | | 34 |
| .12⅞ | | | | | | | | | | | 35 |
| .0623 | ..... | .0774 | ..... | .0644 | .0617 | ..... | ..... | ..... | ..... | ..... | 36 |
| .0623 | | | | | .0624 | | | | | | 37 |
| f .2672 | l .3248 | ..... | i .25⅛ | ..... | j .565 | ..... | ..... | ..... | ..... | k .25⅛ | 38 |
| f .2724 | l .3304 | | i .26⅛ | | j .576 | | | | | k .26⅛ | 39 |
| f .2776 | l .3405 | | i .27 | | j .587 | | | | | k .27 | 40 |
| f .2881 | l .3509 | | i .277 | | j .609 | | | | | k .27⅛ | 41 |
| f .2933 | m .3719 | | i .27⅛ | | j .62 | | | | | k .27⅛ | 42 |
| h .3143 | m .3772 | | | | | | | | | | 43 |
| h .3195 | m .3876 | | | | | | | | | | 44 |
| h .3301 | m .3991 | | | | | | | | | | 45 |
| h .3405 | | | | | | | | | | | 46 |

h Colors, except scarlet and cardinal.
i Colors, 5 cents per pound extra.
j Per box; colors, 14 cents extra.
k Colors, 5 cents per pound more.
l Scarlet.
m Cardinal.

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*Abstract of proposals received and contracts awarded in New York City under*

[NOTE.—Figures in large type denote rates

COTTON GOODS—Continued.

| Number. | CLASS No. 3. COTTON GOODS—continued. | Quantity awarded. | Robert M. Fair. | Ellis A. Gimbel. | Charles R. Hurd. | The Manhattan Supply Co. | Thomas Kelly. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Chicago. | New York. | | | |
| 1 | Cotton bats, full net weight .....lbs.. | 942 | .08¼ | ..... | ..... | ..... | ..... |
| 2 | | | .085 | | | | |
| 3 | | | .08¼ | | | | |
| 4 | | | .07⅞ | | | | |
| 5 | | | .07½ | | | | |
| 6 | | | .06¾ | | | | |
| 7 | Crash, linen, brown, washed.....yds.. | 41,500 | .08 | .08¼ | ..... | ..... | ..... |
| 8 | | | .09 | .08½ | | | |
| 9 | | | .075 | .08⅞ | | | |
| 10 | | | .08 | .07½ | | | |
| 11 | | | .08½ | .07⅞ | | | |
| 12 | | | .075 | .08¼ | | | |
| 13 | | | | | | | |
| 14 | Denims, blue, equal to standard sample; sample required of at least 1 linear yard.....yds.. | 18,100 | .0956 | ..... | ..... | .0894 | ..... |
| 15 | | | .0933 | | | .0997 | |
| 16 | | | .0933 | | | | |
| 17 | | | .0882 | | | | |
| 18 | | | .0980 | | | | |
| 19 | | | .0980 | | | | |
| | Drilling: | | | | | | |
| 20 | Indigo-blue .....do... | 8,910 | .0784 | ..... | ..... | .0619 | ..... |
| 21 | | | .0771 | | | .0897 | |
| 22 | Slate, or corset jeans .....do... | 16,700 | .0645 | ..... | ..... | .067 | ..... |
| 23 | | | .0535 | | | | |
| 24 | | | .0483 | | | | |
| 25 | Duck, or piqué, printed.....do... | 41,120 | .07¼ | ..... | ..... | ..... | ..... |
| 26 | | | | | | | |
| 27 | | | | | | | |
| 28 | | | | | | | |
| 29 | Haircloth .....do... | 990 | .18¼ | ..... | ..... | ..... | ..... |
| 30 | | | | | | | |
| 31 | | | | | | | |
| 32 | Gingham, warranted fast colors, good and heavy quality. Staple and fancy dress patterns desired. No unsalable or bad styles.....yds... | 80,000 | .0523 | ..... | .0475 | ..... | ..... |
| 33 | | | .0523 | | | | |
| 34 | | | .0490 | | | | |
| | Handkerchiefs: | | | | | | |
| 35 | ⅛, T. B. hemmed, white linen ...doz.. | 2,240 | .85 | ..... | ..... | ..... | .955 |
| 36 | | | .90 | | | | .99 |
| 37 | | | .94 | | | | |
| 38 | | | .97 | | | | |
| 39 | | | .98 | | | | |
| 40 | | | 1.05 | | | | |
| 41 | Hemmed, white linen, ladies' size.do.. | 2,155 | .64 | ..... | ..... | ..... | ..... |
| 42 | | | .65 | | | | |
| 43 | | | .69 | | | | |
| 44 | | | .70 | | | | |
| 45 | | | .74 | | | | |
| 46 | Lining, Oxford melton, not under 15-cent grade, for body linings of coats ...yds.. | 1,250 | .16 | ..... | ..... | ..... | ..... |
| 47 | Linen, table, 62-inch, washed damask, yards ..... | 17,210 | .425 | .44 | ..... | .39 | .405 |
| 48 | | | .45 | .41½ | | .42 | .43 |
| 49 | | | .45 | .46½ | | .44 | |
| 50 | | | .50 | .48 | | .47 | |
| 51 | | | .51 | | | | |
| 52 | | | .465 | | | | |

[a] 1,060 dozen *only*.
[b] Bids *only*.
[c] 704 dozen only.
[d] 850 dozen *only*.
[e] 713 dozen *only*.
[f] 875 dozen *only*.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

COTTON GOODS—Continued.

| John T. Pirie, jr. | United States Trading Co. | John Wanamaker. | Fred Moss. | John C. Eames. | The P. R. Mitchell Co. | Austin C. Trowbridge. | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| Chicago. | New York. | | | | New York and Chicago. | New York. | |
| .08¾ | ..... | .08 | ..... | ..... | ..... | ..... | 1 |
| | | | | | | | 2 |
| | | | | | | | 3 |
| | | | | | | | 4 |
| | | | | | | | 5 |
| | | | | | | | 6 |
| .075 | .09 | *b* .0795 | ..... | .1127 | ..... | .079 | 7 |
| .07⅞ | .095 | *b* .0835 | | | | .073 | 8 |
| .08¼ | .0770 | *b* .0845 | | | | .06½ | 9 |
| .08¾ | | *b* .08¾ | | | | .08 | 10 |
| .10¾ | | *b* .07½ | | | | .0705 | 11 |
| | | *b* .08⅛ | | | | .07½ | 12 |
| | | | | | | .078 | 13 |
| .08¾ | .0889 | ..... | .0986 | .0999 | *i* .10887 | ..... | 14 |
| .0947 | | | .0983 | .1002 | *j* .10687 | | 15 |
| | | | .0884 | .1011 | | | 16 |
| | | | .0881 | | | | 17 |
| | | | | | | | 18 |
| | | | | | | | 19 |
| ..... | ..... | ..... | .0859 | .0824 | *i* .0831 | ..... | 20 |
| | | | .0810 | .0826 | *j* .0841 | | 21 |
| .0649 | .0594 | *b* .06¼ | .0632 | .0635 | *i* .0649 | ..... | 22 |
| | | | .0635 | .05 | *j* .0654 | | 23 |
| | | | | | | | 24 |
| .0685 | ..... | *b* .085 | ..... | .0595 | ..... | ..... | 25 |
| .0715 | | | | .0720 | | | 26 |
| | | | | .0725 | | | 27 |
| | | | | .08 | | | 28 |
| .15¾ | ..... | ..... | ..... | ..... | ..... | ..... | 29 |
| .165 | | | | | | | 30 |
| .175 | | | | | | | 31 |
| .0498 | .0589 | ..... | ..... | .0537 | ..... | ..... | 32 |
| .0712 | | | | .0479 | | | 33 |
| .0712 | | | | | | | 34 |
| .91 | ..... | *c* .96¾ | ..... | .775 | ..... | ..... | 35 |
| .965 | | *d* 1.04 | | .975 | | | 36 |
| | | *e* 1.10 | | | | | 37 |
| | | | | | | | 38 |
| | | | | | | | 39 |
| | | | | | | | 40 |
| .67 | *a* .59 | *f* .595 | ..... | .65 | ..... | ..... | 41 |
| | | *g* .65½ | | | | | 42 |
| | | *h* .70⅛ | | | | | 43 |
| | | | | | | | 44 |
| | | | | | | | 45 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 46 |
| .475 | .395 | *b* .39¾ | ..... | ..... | ..... | .42 | 47 |
| .48¾ | .425 | *b* .41 1/16 | | | | | 48 |
| .50¼ | .435 | *b* .43⅞ | | | | | 49 |
| .66¾ | .455 | *b* .45⅝ | | | | | 50 |
| | .59 | *b* .47⅛ | | | | | 51 |
| | | *b* .49⅞ | | | | | 52 |

*g* 125 dozen *only*.
*h* 145 dozen *only*.

*i* New York delivery.
*j* Chicago delivery.

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*Abstract of proposals received and contracts awarded in New York City under*

[NOTE.—Figures in large type denote rates

COTTON GOODS—Continued.

| Number. | CLASS No. 3. COTTON GOODS—continued. | Quantity awarded. | The Manhattan Supply Co. | Robert M. Fair. | Edward J. H. Estabrooks. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | New York. | Chicago. | New York. |
| 1 | Mosquito bar, blue, white, and pink, yards | 6,100 | a.0411 | .0411 | ..... |
| 2 | | | b.0440 | .044 | |
| 3 | | | c.0463 | .047 | |
| 4 | Oilcloth, table, ¾, light color .....yds.. | 10,780 | .127 | .13 | ..... |
| 5 | | | | | |
| 6 | Sateen, black, 36-inch, for body linings of uniform coats, not under 18-cent grade.....yds.. | 6,215 | .17 | .1792 | ..... |
| 7 | | | .18 | .1854 | |
| 8 | | | | .1497 | |
| 9 | | | | .2080 | |
| 10 | | | | .1820 | |
| 11 | | | | .1478 | |
| 12 | Silesia, black or slate, 36-inch.....do... | 7,620 | .077 | .08¼ | ..... |
| 13 | | | .08¼ | .0977 | |
| 14 | | | | .0765 | |
| 15 | | | | .0834 | |
| | Sheeting: | | | | |
| 16 | ¾, bleached, standard .....do... | 47,000 | .0747 | .0711 | ..... |
| 17 | | | .075 | .0721 | |
| 18 | | | | .0745 | |
| 19 | | | | .0735 | |
| 20 | | | | .0769 | |
| 21 | | | | .0735 | |
| 22 | | | | .0675 | |
| 23 | ¾, brown, standard, heavy ....do... | 119,000 | .0573 | .0559 | ..... |
| 24 | | | | .0547 | |
| 25 | | | | .05¾ | |
| 26 | | | | .0568 | |
| 27 | | | | | |
| 28 | ⅞, brown, standard, heavy ....do... | 73,555 | .1284 | .1078 | .1212 |
| 29 | | | | .1176 | |
| 30 | | | | .12 | |
| 31 | | | | .0931 | |
| 32 | | | | .1005 | |
| 33 | Shirting, calico, 64 by 64 .....do... | 12,400 | ..... | .0852 | ..... |
| | Sleeve lining, twilled, 40-inch: | | | | |
| 34 | For cassimere coats, not under 12-cent grade.....yds.. | 3,355 | .1147 | .12¼ | ..... |
| 35 | | | .1247 | .12½ | |
| 36 | | | | .14 | |
| 37 | For cassimere, Oxford coats, not under 8-cent grade .....yds.. | 1,230 | .0940 | .0825 | ..... |
| 38 | | | | .0875 | |
| 39 | | | | .0845 | |
| 40 | | | | .0895 | |
| 41 | Wadding, cotton, slate color .....doz.. | 205 | .315 | .18 | ..... |
| 42 | | | | .23½ | |
| 43 | | | | .315 | |
| | Warp, cotton, loom: | | | | |
| 44 | Blue .....lbs.. | 685 | ..... | .18 | ..... |
| 45 | White .....do... | 400 | ..... | .16 | ..... |
| 46 | White crossbar (for aprons) .....yds.. | 16,385 | .054 | .05 | ..... |
| 47 | | | .059 | .055 | |
| 48 | | | .064 | .05½ | |
| 49 | | | | .07 | |
| 50 | | | | | |
| 51 | | | | | |
| 52 | Wigan, black.....yds.. | 2,395 | ..... | .0495 | ..... |

a White. b Blue. c Pink.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

COTTON GOODS—Continued.

| John T. Pirie, jr. | Maurice Brill. | United States Trading Co. | John Wanamaker. | Fred Moss. | John C. Eames. | Edward Barnes. | Austin C. Trowbridge. | The P. R. Mitchell Co. | | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | |
| Chicago. | New York. | | | | | | | | Chicago. | |
| *a* .0411 | *b* .055 | .05 | .04⅞ | | | | | | | 1 |
| *b* .0440 | *a* .05¼ | | | | | | | | | 2 |
| *c* .0470 | *c* .05⅞ | | | | | | | | | 3 |
| .13¼ | .14 | | **.1225** | | .12⅛ | | | | | 4 |
| .14¼ | | | | | .13⅛ | | | | | 5 |
| .135 | | .21 | *d* .165 | | | | | | | 6 |
| .16⅞ | | | *d* .17 | | | | | | | 7 |
| .19¼ | | | *d* **.175** | | | | | | | 8 |
| | | | | | | | | | | 9 |
| | | | | | | | | | | 10 |
| | | | | | | | | | | 11 |
| .08⅞ | .09 | .09⅞ | *d* .07 | | | | | | | 12 |
| .095 | | | *d* .08 | | | | | | | 13 |
| | | | *d* .08⅞ | | | | | | | 14 |
| | | | | | | | | | | 15 |
| .0623 | | .0774 | *d* .06⅞ | .0735 | .0647 | | | .0753 | .0760 | 16 |
| .0662 | | | *d* .075 | .0733 | .06 | | | | | 17 |
| .0660 | | | *d* .07¼ | | .0724 | | | | | 18 |
| .0774 | | | *d* .075 | | .0737 | | | | | 19 |
| | | | | | | | | | | 20 |
| | | | | | | | | | | 21 |
| | | | | | | | | | | 22 |
| .0560 | | | *d* .05⅞ | .0569 | .0552 | | .055 | | | 23 |
| | | | *d* .05⅞ | | .0583 | | | | | 24 |
| | | | *d* .055 | | .0599 | | | | | 25 |
| | | | | | .0570 | | | | | 26 |
| | | | | | .0574 | | | | | 27 |
| .1062 | | | *d* .12 | .1257 | .0974 | | | .1246 | .1252 | 28 |
| | | | | | | | | | | 29 |
| | | | | | | | | | | 30 |
| | | | | | | | | | | 31 |
| | | | | | | | | | | 32 |
| **.0349** | | | | | .0379 | | | .03947 | .03997 | 33 |
| .13⅞ | | | | | | | | | | 34 |
| | | | | | | | | | | 35 |
| | | | | | | | | | | 36 |
| .09¼ | | | | | | | | | | 37 |
| | | | | | | | | | | 38 |
| | | | | | | | | | | 39 |
| | | | | | | | | | | 40 |
| .18 | | | .27 | | | .26 | | | | 41 |
| | | | | | | **.27⅞** | | | | 42 |
| | | | | | | | | | | 43 |
| .16⅞ | | | *f* .20 | | | | | | | 44 |
| .14⅞ | | | *f* .18 | | | | | | | 45 |
| .06⅛ | | *e* .0624 | *d* .0635 | | | | | | | 46 |
| **.06⅞** | | | | | | | | | | 47 |
| .06¼ | | | | | | | | | | 48 |
| .08¼ | | | | | | | | | | 49 |
| .09¼ | | | | | | | | | | 50 |
| .095 | | | | | | | | | | 51 |
| .05¼ | | | *d* .04¼ | | .0549 | | | | | 52 |

*d* Bids only. *e* 6,500 yards only. *f* 1,000-pound lots only.

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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

CLOTHING.

| Number. | CLASS No. 4. CLOTHING. | Quantity awarded. | John F. Praeger. | Charles L. Bowler. |
|---|---|---|---|---|
| | | | Points of delivery. | |
| | | | New York. | |
| | *Piece goods.* | | | |
| | Cassimere: | | | |
| 1 | All wool, cadet-gray, equal to standard sample .....yds.. | 1,485 | 1.75 | 1.745 |
| 2 | | | | 1.675 |
| 3 | | | | |
| 4 | Or Kersey, all wool, dark-blue, equal to standard sample, yards..... | 4,725 | 2.25 | 1.765 |
| 5 | | | 2.00 | |
| 6 | | | 1.60 | |
| 7 | All wool, light-steel, equal to standard sample.....yds.. | 680 | 1.58 | ..... |
| 8 | All wool, dark-steel, equal to standard sample.....do... | 6,615 | 1.58 | ..... |
| 9 | | | | |
| 10 | | | | |
| 11 | All-wool filling, Oxford, equal to standard sample.....do... | 8,050 | ..... | ..... |
| 12 | | | | |
| | *Cassimere, all wool filling.* | | | |
| | Coats, men's, Oxford, s. b. sack, straight front, narrow rolling collar, five buttons, black vegetable ivory, body lining: | | | |
| 13 | Quilted, 38 to 46 .....No.. | 50 | ..... | ..... |
| 14 | | | | |
| 15 | Not quilted, 38 to 46 .....do... | 35 | ..... | ..... |
| 16 | | | | |
| | Pants, boys': | | | |
| 17 | Long, Oxford, lined with good brown muslin, canvas bottom, seat and crotch taped and strengthened, metal buttons, sewed on, for boys 6 to 10 years.....pairs.. | 780 | ..... | ..... |
| 18 | | | | |
| 19 | | | | |
| 20 | Knee; same as preceding in every particular .....do... | 1,225 | ..... | ..... |
| 21 | | | | |
| 22 | | | | |
| 23 | Long, Oxford; same as preceding in every particular except unlined, 6 to 10 years.....pairs.. | 125 | ..... | ..... |
| 24 | | | | |
| 25 | | | | |
| 26 | Knee; same as preceding in every particular .....do... | 555 | ..... | ..... |
| 27 | | | | |
| 28 | | | | |
| 29 | Oxford, lined with good brown muslin, canvas bottom, seat and crotch taped and strengthened, metal buttons, sewed on, for boys 11 to 18 years.....pairs.. | 3,320 | ..... | ..... |
| 30 | | | | |
| 31 | Oxford; same as preceding in every particular except unlined, for boys 11 to 18 years.....pairs.. | 1,080 | ..... | ..... |
| 32 | | | | |
| | Pants, men's, Oxford: | | | |
| 33 | Lined with good brown muslin, canvas bottom, seat and crotch taped and strengthened, metal buttons, sewed on, 30 to 44 waist, 29 to 34 inseam .....pairs.. | 860 | ..... | ..... |
| 34 | | | | |
| 35 | | | | |
| 36 | Same as preceding in every particular except unlined, 30 to 44 waist, 29 to 34 inseam .....pairs.. | 640 | ..... | ..... |
| 37 | | | | |
| 38 | | | | |

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*advertisement of March 1, 1902, for furnishing clothing, etc.*—Continued.

at which contracts have been awarded.]

CLOTHING.

| Clinton Woolen Manufacturing Co. | Robert M. Fair. | The Bay State Clothing Co. | Wallace M. Brown. | United States Trading Co. | John L. Maher. | Moritz Loth. | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| Chicago or St. Louis. | Chicago. | New York. | | | Not stated. | New York. | |
| 1.73 | 1.825 | 1.70 | ..... | ..... | ..... | ..... | 1 |
| a 1.735 | 1.82 | | | | | | 2 |
| b 1.74 | | | | | | | 3 |
| 1.74 | 1.485 | 1.70 | ..... | ..... | 1.43 | ..... | 4 |
| a 1.745 | **1.91** | | | | | | 5 |
| b 1.75 | | | | | | | 6 |
| ..... | 1.53 | **1.23** | ..... | ..... | ..... | ..... | 7 |
| 1.33 | 1.58 | 1.23 | ..... | ..... | ..... | **1.335** | 8 |
| a 1.335 | | | | | | | 9 |
| b 1.34 | | | | | | | 10 |
| ..... | .26 | .285 | .225 | ..... | .245 | ..... | 11 |
| | | | **.275** | | | | 12 |
| ..... | ..... | 2.40 | **2.36** | 3.23 | 2.39 | ..... | 13 |
| | | | | 2.98 | | | 14 |
| ..... | ..... | 2.20 | **2.08** | 2.79 | 2.09 | ..... | 15 |
| | | | | 2.98 | | | 16 |
| ..... | .76 | .90 | 1.15 | **.97** | ..... | ..... | 17 |
| | | | 1.15 | | | | 18 |
| | | | 1.23 | | | | 19 |
| ..... | .50 | .525 | .60 | .59 | ..... | ..... | 20 |
| | | | **.60** | | | | 21 |
| | | | .64 | | | | 22 |
| ..... | .70 | .87 | 1.09 | **.74** | ..... | ..... | 23 |
| | | | 1.11 | | | | 24 |
| | | | 1.11 | | | | 25 |
| ..... | .465 | .49 | **.55** | .55 | ..... | ..... | 26 |
| | | | .55 | | | | 27 |
| | | | .60 | | | | 28 |
| ..... | 1.02 | .99 | **1.20** | 1.29 | ..... | ..... | 29 |
| | | | 1.24 | 1.39 | | | 30 |
| ..... | .925 | .96 | **1.09** | .89 | ..... | ..... | 31 |
| | | | 1.11 | 1.04 | | | 32 |
| ..... | 1.18 | 1.21 | 1.36 | 1.59 | 1.34 | ..... | 33 |
| | | | **1.36** | 1.64 | | | 34 |
| | | | 1.45 | | | | 35 |
| ..... | 1.05 | 1.16 | **1.21** | 1.48 | 1.25 | ..... | 36 |
| | | | 1.23 | 1.54 | | | 37 |
| | | | 1.28 | | | | 38 |

a Delivered in New York, Carlisle, Pa., or St. Paul, Minn.
b Delivered in Sioux City, Omaha, or Kansas City.

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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

| Number. | CLASS No. 4. CLOTHING—continued. | Quantity approved. |
|---|---|---|
| | Suits, boys': | |
| 1 | Jacket and long pants, Oxford, for boys 6 to 10 years ..... No.. | 720 |
| 2 | | |
| 3 | | |
| 4 | Jacket and knee pants, Oxford, for boys 6 to 10 years ..... do... | 2,125 |
| 5 | | |
| 6 | | |
| 7 | Coat, pants, and vest, quilted cotton lining, Oxford, for boys 11 to 18 years... do... | 4,130 |
| 8 | | |
| 9 | Suits, youths' (coat, pants, and vest), quilted cotton lining, Oxford, for large boys 19 to 24 years ..... No.. | 1,170 |
| 10 | | |
| 11 | Vests, men's, Oxford, body lining, not quilted, no collar, six buttons, vegetable ivory, 38 to 46 ..... No.. | 75 |
| | *Satinet.* | |
| 12 | Coats, men's, Oxford (cloth full 12½ ounces to the yard, all-wool filling), s. b. sack, straight front, narrow rolling collar, five buttons, black vegetable ivory, body lining, not quilted, 38 to 46 ..... No.. | 145 |
| 13 | Overcoats: | |
| 14 | Boys', Oxford (cloth full 15 ounces to the yard, all-wool filling), d. b. sack, body lining, quilted, five black buttons, vegetable ivory, storm collar, circular breast pocket, reenforced at bottom and under arms, for boys 10 to 18 years ..... No.. | 185 |
| 15 | | |
| 16 | | |
| 17 | Youths', Oxford (cloth full 15 ounces to the yard, all-wool filling), d. b. sack, 19 to 24 years; same as preceding in every particular ..... No.. | 365 |
| 18 | | |
| 19 | Men's, Oxford (cloth full 15 ounces to the yard, all-wool filling), d. b. sack, body lining, quilted, five buttons, black vegetable ivory, storm collar, circular breast pocket, reenforced at bottom and under arms, 38 to 46 ..... No.. | 168 |
| 20 | | |
| 21 | | |
| 22 | Pants, men's, Oxford (cloth full 12½ ounces to the yard, all-wool filling), lined with good brown muslin, canvas bottom, seat and crotch taped and strengthened, metal buttons, sewed on, 30 to 44 waist, 29 to 34 inseam ..... pairs.. | 245 |
| 23 | Vests, men's, Oxford (cloth full 12½ ounces to the yard, all-wool filling), body lining, not quilted, no collar, six buttons, vegetable ivory, 38 to 46 ..... No.. | 125 |
| 24 | | |
| 25 | *Police uniforms.* | |
| | Coats, men's, dark-blue beaver, s. b. sack: | |
| 26 | Straight front, blouse military collar, five gilt eagle buttons, body lining, quilted, two gilt eagle buttons on cuffs, red cloth piping down front and at cuffs, at shoulder two gilt eagle buttons on strap; sizes as may be required, for police uniforms, officers' ..... No.. | 86 |
| 27 | | |
| 28 | | |
| 29 | Assorted sizes, for police uniforms, officers'; same as preceding in every particular except unlined, French breast ..... No.. | 51 |
| 30 | | |
| 31 | | |

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*advertisement of March 1, 1902, for furnishing clothing, etc.*—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

| Robert M. Fair. | The Bay State Clothing Co. | Wallace M. Brown. | United States Trading Co. | John L. Maher. | The Lange & Walsh Manufacturing Co. | Number. |
|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | |
| Chicago. | New York. | | | Not stated. | New York. | |
| 1.70 | 2.30 | **2.14** | 2.29 | ..... | ..... | 1 |
| | | 2.45 | | | | 2 |
| | | 2.45 | | | | 3 |
| 1.63 | 2.01 | 1.60 | 2.14 | ..... | ..... | 4 |
| | | **1.60** | | | | 5 |
| | | 1.69 | | | | 6 |
| 3.265 | 3.55 | 3.62 | 3.73 | 3.49 | ..... | 7 |
| | | **3.49** | 3.98 | | | 8 |
| 3.98 | 4.15 | **4.02** | 4.98 | 3.88 | ..... | 9 |
| | | 4.36 | 4.59 | | | 10 |
| ..... | .73 | **.65** | .77 | .77 | ..... | 11 |
| ..... | **2.44** | ..... | 2.59 | 2.34 | ..... | 12 |
| | | | 2.98 | | | 13 |
| ..... | **3.57** | 3.60 | 3.89 | ..... | ..... | 14 |
| | | 3.79 | 3.98 | | | 15 |
| | | 3.79 | | | | 16 |
| ..... | **4.37** | ..... | 4.24 | 3.98 | ..... | 17 |
| | | | 4.69 | | | 18 |
| ..... | **4.68** | ..... | 5.49 | 4.19 | ..... | 19 |
| | | | 4.74 | | | 20 |
| | | | 4.68 | | | 21 |
| ..... | **1.36** | ..... | 1.47 | 1.39 | ..... | 22 |
| ..... | **.73** | .75 | .84 | .79 | ..... | 23 |
| | | .76 | .87 | | | 24 |
| | | .78 | | | | 25 |
| ..... | 6.75 | ..... | 7.49 | 7.19 | 8.01 | 26 |
| | | | 8.29 | 7.41 | **7.34** | 27 |
| | | | | 6.89 | | 28 |
| ..... | 6.50 | ..... | 7.29 | 7.14 | 7.67 | 29 |
| | | | 8.39 | 7.50 | **6.92** | 30 |
| | | | | 6.84 | | 31 |



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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

| Number. | CLASS NO. 4. CLOTHING—continued. | Quantity awarded. |
|---|---|---|
| | *Police uniforms*—Continued. | |
| | Coats, men's, dark-blue kersey, s. b. sack: | |
| 1 | Straight front, blouse military collar, five gilt eagle buttons, two gilt eagle buttons on cuffs, body lining, quilted, assorted sizes, for police uniforms, privates'...No.. | 617 |
| 2 | | |
| 3 | | |
| 4 | Same as preceding in every particular except unlined, French breast, assorted sizes, for police uniforms, privates' .....No.. | 454 |
| 5 | | |
| 6 | | |
| | Pants, men's, dark-blue beaver, to match coats: | |
| 7 | Lined with good brown muslin, seat and crotch taped, canvas bottoms, metal buttons, sewed on, red cloth piping down outside seams, to match officers' coats, assorted sizes, for police uniforms, officers' .....pairs.. | 87 |
| 8 | | |
| 9 | | |
| 10 | Same as preceding in every particular except unlined, assorted sizes, for police uniforms, officers' .....pairs.. | 58 |
| 11 | | |
| 12 | | |
| | Pants, men's, dark-blue kersey: | |
| 13 | Lined with good brown muslin, seat and crotch taped, metal buttons, sewed on, sky-blue piping down outside seams, assorted sizes, for police uniforms, privates'.....pairs.. | 670 |
| 14 | | |
| 15 | | |
| 16 | Same as preceding in every particular except unlined, assorted sizes, for police uniforms, privates'.....pairs.. | 432 |
| 17 | | |
| 18 | | |
| | Vests, men's: | |
| 19 | Dark-blue beaver, to match coats, s. b., straight military collar, seven gilt eagle buttons, body lining, not quilted, assorted sizes, for police uniforms, officers'.No.. | 125 |
| 20 | | |
| 21 | | |
| 22 | S. b., dark-blue kersey, straight military collar, seven gilt eagle buttons, body lining, not quilted, assorted sizes, for police uniforms, privates' .....No.. | 860 |
| 23 | | |
| 24 | | |
| | *Duck, 10-ounce.* | |
| | Coats: | |
| 25 | Boys', dark-brown duck, s. b. sack, straight front, narrow rolling collar, five patent buttons, riveted on, gray cotton jeans or cottonade lining, not quilted, 10 to 18 years .....No.. | 345 |
| 26 | Men's, same description as preceding, 38 to 46 .....do... | 205 |
| | Overcoats: | |
| 27 | Boys', dark-brown duck, d. b. sack, gray cotton jeans or cottonade lining, not quilted, storm collar, circular breast pocket, five patent riveted buttons, 10 to 18 years.....No.. | 120 |
| 28 | Men's, dark-brown duck, d. b. sack, gray cotton jeans or cottonade lining, not quilted, storm collar, circular breast pocket, five patent riveted buttons, 38 to 46.....No.. | 60 |
| | Pants: | |
| 29 | Boys', dark-brown duck, lined with gray cotton jeans or cottonade, patent riveted buttons, 10 to 18 years.....pairs.. | 800 |
| 30 | Men's, dark-brown duck, lined with gray cotton jeans or cottonade, patent riveted buttons, 30 to 34 waist, 29 to 34 inseam .....pairs.. | 310 |
| 31 | Suits, boys' (coat, pants, and vest), lined, dark-brown duck, for boys 11 to 18 years..No.. | 225 |
| 32 | Vests, men's, dark-brown duck, gray cotton jeans or cottonade lining, six patent buttons, riveted on, no collar, 38 to 46 .....No.. | 30 |

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*advertisement of March 1, 1902, for furnishing clothing, etc.*—Continued.

**at which contracts have been awarded.]**

CLOTHING—Continued.

| The Lange & Walsh Manufacturing Co. | The Bay State Clothing Co. | United States Trading Co. | John L. Maher. | Benjamin T. Marx. | Max Lowenstein. | Benjamin Greenwald. | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| New York. | | | Not stated. | All points. | New York. | | |
| **6.39** | 6.00 | 6.42 | 6.29 | ..... | ..... | ..... | 1 |
| 6.12 | | 6.95 | 6.61 | | | | 2 |
| 5.69 | | | 5.98 | | | | 3 |
| **6.07** | 5.75 | 5.98 | 6.45 | ..... | ..... | ..... | 4 |
| 5.80 | | 6.98 | 6.81 | | | | 5 |
| 5.30 | | | 6.09 | | | | 6 |
| 4.42 | 4.00 | 4.23 | 3.73 | ..... | ..... | ..... | 7 |
| **3.87** | | 4.57 | 3.95 | | | | 8 |
| | | | 3.49 | | | | 9 |
| 4.31 | 3.90 | 3.69 | 3.63 | ..... | ..... | ..... | 10 |
| **3.77** | | 4.39 | 3.85 | | | | 11 |
| | | | 3.39 | | | | 12 |
| **3.86** | 3.60 | 3.57 | 3.59 | ..... | ..... | ..... | 13 |
| 3.68 | | 4.07 | 3.79 | | | | 14 |
| 3.33 | | | 3.39 | | | | 15 |
| **3.74** | 3.50 | 3.48 | 3.49 | ..... | ..... | ..... | 16 |
| 3.58 | | 3.95 | 3.69 | | | | 17 |
| 3.22 | | | 3.29 | | | | 18 |
| 1.81 | 1.75 | 2.19 | 1.85 | ..... | ..... | ..... | 19 |
| **1.69** | | 2.49 | 1.97 | | | | 20 |
| | | | 1.79 | | | | 21 |
| **1.62** | 1.50 | 1.89 | 1.75 | ..... | ..... | ..... | 22 |
| 1.56 | | 2.05 | 1.89 | | | | 23 |
| 1.47 | | | 1.63 | | | | 24 |
| ..... | ..... | ..... | ..... | .90 | **1.03** | 1.01 | 25 |
| ..... | ..... | ..... | ..... | 1.30 | **1.20** | 1.16 | 26 |
| ..... | ..... | ..... | ..... | 1.55 | **1.48** | 1.47 | 27 |
| ..... | ..... | ..... | ..... | 1.90 | **2.02** | 1.98 | 28 |
| ..... | ..... | ..... | ..... | .87 | **.79** | .76 | 29 |
| ..... | ..... | ..... | ..... | 1.00 | **.87** | .82 | 30 |
| ..... | ..... | ..... | ..... | 2.20 | **2.30** | 2.24 | 31 |
| ..... | ..... | ..... | ..... | .57 | **.58** | .55 | 32 |

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*Abstracts of proposals received and contracts awarded in New York City under*

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

| Number. | CLASS No. 4. CLOTHING—continued. | Quantity awarded. | Arthur Elossser. | The Lange & Walsh Manufacturing Co. | Robert M. Fair. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | All points. | New York. | Chicago. |
| | *Overalls.* | | | | |
| | Overalls: | | | | |
| 1 | Boys', 10 to 18 years, blue denims, patent buttons, riveted on, to be delivered in bundles of ten .....pairs.. | 9,000 | .37 | ..... | .306 |
| 2 | | | .34 | | .317 |
| 3 | | | | | .33 |
| 4 | | | | | .34 |
| 5 | | | | | |
| 6 | Men's, blue denims, patent buttons, riveted on, 30 to 44 waist, 29 to 34 inseam, to be delivered in bundles of ten.....pairs.. | 3,955 | .45 | ..... | .35 |
| 7 | | | .41 | | .365 |
| 8 | | | | | .372 |
| 9 | | | | | .39 |
| 10 | | | | | |
| | *Cassimere.* | | | | |
| | Suits, uniform: | | | | |
| 11 | Jacket and long pants, dark-blue, lined, for boys 6 to 10 years.....No.. | 50 | ..... | 4.86 | 4.80 |
| 12 | | | | 4.58 | |
| 13 | Same as above, but with knee pants.....do... | 120 | ..... | 4.31 | 4.07 |
| 14 | | | | 4.08 | |
| 15 | Coats, pants, and vests, dark-blue, lined, for boys 11 to 18 years.....No.. | 400 | ..... | 7.13 | 7.97 |
| 16 | | | | 6.68 | |
| 17 | Coats, pants, and vests, dark-blue, lined, for large boys, 19 to 24 years.....No.. | 190 | ..... | 8.72 | 9.25 |
| 18 | | | | 8.14 | |
| 19 | Jacket and long pants, cadet gray, lined, for boys 6 to 10 years.....No.. | 60 | ..... | 5.46 | 5.37 |
| 20 | | | | 5.34 | |
| 21 | | | | 4.68 | |
| 22 | Same as preceding, but with knee pants, etc.....do... | 200 | ..... | 4.79 | 4.52 |
| 23 | | | | 4.69 | |
| 24 | | | | 4.16 | |
| 25 | Coat, pants, and vest, cadet gray, lined, for boys 11 to 18 years.....No.. | 580 | ..... | 7.85 | 8.84 |
| 26 | | | | 7.68 | |
| 27 | | | | 6.82 | |
| 28 | Coat, pants, and vest, cadet gray, lined, for large boys, 19 to 24 years.....No.. | 260 | ..... | 9.69 | 10.30 |
| 29 | | | | 9.46 | |
| 30 | | | | 8.33 | |
| 31 | Jacket and long pants, light-steel color, lined, for boys 6 to 10 years.....No.. | 330 | ..... | 5.08 | 5.12 |
| 32 | Same as above, but with knee pants .....do... | 1,280 | ..... | 4.49 | 4.25 |
| 33 | Coat, pants, and vest, light-steel color, lined, for boys 11 to 18 years .....No.. | 2,155 | ..... | 7.36 | 8.32 |
| 34 | Coat, pants, and vest, light-steel color, lined, for large boys, 19 to 24 years .....No.. | 370 | ..... | 9.07 | 9.65 |
| | Suits, boys': | | | | |
| 35 | Jacket and long pants, dark-steel color, lined, for boys 6 to 10 years .....No.. | 590 | ..... | 4.87 | 4.43 |
| 36 | | | | | |
| 37 | Same as above, but with knee pants.....do... | 1,740 | ..... | 4.21 | 3.60 |
| 38 | | | | | |
| 39 | Coat, pants, and vest, dark-steel color, lined, for boys 11 to 18 years .....No.. | 3,335 | ..... | 6.94 | 7.25 |
| 40 | | | | | |
| 41 | Coat, pants, and vest, dark-steel color, lined, for large boys, 19 to 24 years .....No.. | 865 | ..... | 8.64 | 8.52 |
| 42 | | | | | |

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*advertisement of March 1, 1902, for furnishing clothing, etc.*—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

| Arthur C. Smith. | Edward J. H. Estabrooks. | The Bay State Clothing Co. | United States Trading Co. | Max Lowenstein. | John L. Maher. | Benjamin Greenwald. | Moritz Loth. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Omaha. | New York. | | | | Not stated. | New York. | | |
| .34 | .35 | | | .37 | | .345 | | 1 |
| .39 | | | | .40 | | .385 | | 2 |
| | | | | 45 | | .39 | | 3 |
| | | | | | | .435 | | 4 |
| | | | | | | .415 | | 5 |
| .45 | .395 | | .35 | .41 | | .39 | | 6 |
| .53 | | | .48 | .44 | | .43 | | 7 |
| | | | | .49 | | .425 | | 8 |
| | | | | | | .48 | | 9 |
| | | | | | | .46 | | 10 |
| | | 5.80 | 4.79 | | | | | 11 |
| | | | 4.94 | | | | | 12 |
| | | 4.50 | 4.69 | | | | | 13 |
| | | | 4.29 | | | | | 14 |
| | | 7.25 | 7.89 | | 7.74 | | | 15 |
| | | | 7.64 | | 7.43 | | | 16 |
| | | 8.75 | 9.24 | | 8.59 | | | 17 |
| | | | 8.74 | | 8.22 | | | 18 |
| | | 5.65 | 5.98 | | | | | 19 |
| | | | | | | | | 20 |
| | | | | | | | | 21 |
| | | 4.94 | 5.24 | | | | | 22 |
| | | | | | | | | 23 |
| | | | | | | | | 24 |
| | | 7.35 | 8.48 | | | | | 25 |
| | | | | | | | | 26 |
| | | | | | | | | 27 |
| | | 8.65 | 9.98 | | | | | 28 |
| | | | | | | | | 29 |
| | | | | | | | | 30 |
| | | 4.85 | 5.45 | | | | | 31 |
| | | 3.95 | 4.95 | | | | | 32 |
| | | 6.30 | 7.98 | | | | | 33 |
| | | 7.50 | 9.48 | | | | | 34 |
| | | 4.50 | 5.10 | | | | 4.35 | 35 |
| | | | | | | | 4.45 | 36 |
| | | 3.65 | 4.49 | | | | 3.80 | 37 |
| | | | | | | | 3.90 | 38 |
| | | 6.10 | 7.39 | | | | 6.35 | 39 |
| | | | | | | | 6.45 | 40 |
| | | 7.20 | 8.98 | | | | 7.60 | 41 |
| | | | | | | | 7.80 | 42 |

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*Abstracts of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

CLOTHING—Continued.

| Number. | CLASS No. 4. CLOTHING—continued. | Quantity awarded. | John F. Praeger. | Robert M. Fair. | Arthur C. Smith. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | New York. | Chicago. | Omaha. |
| | *Shirts.* | | | | |
| | Shirts, woven cotton cheviot: | | | | |
| 1 | Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9½ to 13½ inches.....No.. | 6,070 | ..... | .25 | .345 |
| 2 | | | | | .34½ |
| 3 | | | | | .34 |
| 4 | | | | | |
| 5 | Men's, assorted sizes, 15 to 18 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 14 to 17 inches.....No.. | 4,140 | ..... | .315 | .38 |
| 6 | | | | | .38 |
| 7 | | | | | .37 |
| 8 | | | | | .35 |
| 9 | | | | | |
| 10 | | | | | |
| | Shirts, hickory: | | | | |
| 11 | Boys' assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9½ to 13½ inches.....No.. | 7,555 | ..... | .27 | ..... |
| 12 | | | | .265 | |
| 13 | | | | .265 | |
| 14 | Men's, assorted sizes, 15 to 18 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 14 to 17 inches.....No.. | 7,090 | ..... | .35 | ..... |
| 15 | | | | .34 | |
| 16 | | | | .34 | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| | Shirts, gray flannel: | | | | |
| 20 | Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9½ to 13½ inches.....No.. | 2,175 | ..... | .69 | ..... |
| 21 | | 1,740 | | .69 | |
| 22 | | | | .83 | |
| 23 | Men's, assorted sizes, 15 to 18 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 14 to 17 inches.....No.. | 1,030 | ..... | .93 | ..... |
| 24 | | 860 | | .93 | |
| 25 | | | | 1.03 | |
| | Shirts, Oxford melton: | | | | |
| 26 | Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9½ to 13½ inches.....No.. | *1,740 | ..... | .49 | ..... |
| 27 | | | | | |
| 28 | Men's, assorted sizes, 15 to 18 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 14 to 17 inches.....No.. | *860 | ..... | .65 | ..... |
| 29 | | | | | |
| | Shirts, fancy flannel: | | | | |
| 30 | Boys', assorted sizes, 11 to 14½ inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 9½ to 13½ inches.....No.. | 4,410 | ..... | .45 | ..... |
| 31 | | | | .55 | |
| 32 | Men's, assorted sizes, 15 to 18 inch neck measure, by half inches, metal buttons, with or without patent continuous piece in front, to open in front from 14 to 17 inches.....No.. | 3,450 | ..... | .60 | .70 |
| 33 | | | | .825 | .70 |
| | *Additional articles.* | | | | |
| 34 | Kersey, light-blue, 22-ounce.....yds.. | 1,600 | 1.90 | 1.66 | ..... |
| 35 | | | 1.425 | | |

*Gray flannel taken instead of Oxford melton.

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*advertisement of March 1, 1902, for furnishing clothing, etc.*—Continued.

at which contracts have been awarded.]

CLOTHING—Continued.

| Edward J. H. Estabrooks. | The Bay State Clothing Co. | William F. Pippey. | Danville Woollen Mills. | Frank L. Stott. | Martin J. Geary. | Wm. H. Horstman Co. | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| New York. | | | Chicago. | New York. | Chicago or New York. | New York. | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | .25½ | | 1 |
| | | | | | .25 | | 2 |
| | | | | | .24½ | | 3 |
| | | | | | .21½ | | 4 |
| | | | | | | | |
| | | | | | | | |
| | | | | | .325 | | 5 |
| | | | | | .31½ | | 6 |
| | | | | | .32½ | | 7 |
| | | | | | .28½ | | 8 |
| | | | | | .31½ | | 9 |
| | | | | | .305 | | 10 |
| | | | | | | | |
| | | | | | | | |
| .2674 | | | | | .25 | | 11 |
| .2467 | | | | | .245 | | 12 |
| .255 | | | | | .23½ | | 13 |
| | | | | | | | |
| | | | | | | | |
| .33 | | | | | .35 | | 14 |
| .30½ | | | | | .33½ | | 15 |
| .315 | | | | | .325 | | 16 |
| | | | | | .31½ | | 17 |
| | | | | | .31 | | 18 |
| | | | | | .29½ | | 19 |
| | | | | | | | |
| | | | | | | | |
| | | | | 1.15 | .70½ | | 20 |
| | | | | 1.09 | | | 21 |
| | | | | | | | 22 |
| | | | | | | | |
| | | | | | | | |
| | | | | .92 | .97 | | 23 |
| | | | | .86 | | | 24 |
| | | | | | | | 25 |
| | | | | | | | |
| | | | | | | | |
| | | | | | .55 | | 26 |
| | | | | | .40 | | 27 |
| | | | | | | | |
| | | | | | | | |
| | | | | | .80 | | 28 |
| | | | | | .54 | | 29 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | 30 |
| | | | | | | | 31 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | 32 |
| | | | | | | | 33 |
| | 1.60 | 1.15 | 1.225 | | | a 1.30 | 34 |
| | | | | | | | 35 |

a Only.

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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

HATS AND CAPS.

| Number. | CLASS No. 5. HATS AND CAPS. | Quantity awarded. | Joseph Miller. | Arthur B. Waring. | Benjamin Lichtenstein. | John E. McLoughlin. | Samuel Cashman & Son. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | New York. | | | | |
| | Caps: | | | | | | |
| 1 | Boys', dark colors, assorted sizes.....No.. | 4,600 | ..... | ..... | .29 | **.34** | ..... |
| 2 | | | | | .30 | .32 | |
| 3 | | | | | .30 | .34 | |
| 4 | | | | | .30 | | |
| 5 | Men's, dark colors, assorted sizes .....do... | 1,265 | ..... | ..... | .31 | **.36** | ..... |
| 6 | | | | | .32 | .34 | |
| 7 | | | | | .31 | .36 | |
| 8 | | | | | .32 | | |
| 9 | | | | | | | |
| | Caps, military: | | | | | | |
| 10 | Cadet gray, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No.. | 2,805 | ..... | ..... | ..... | .64 | ..... |
| 11 | | | | | | .64 | |
| 12 | | | | | | | |
| 13 | | | | | | | |
| 14 | Dark blue, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No.. | 2,340 | ..... | ..... | ..... | .64 | ..... |
| 15 | | | | | | .64 | |
| 16 | | | | | | | |
| 17 | | | | | | | |
| 18 | Light steel, boys' and men's, assorted sizes, trimmed with gilt eagle buttons and red worsted braid, to match uniform suits.....No.. | 2,255 | ..... | ..... | ..... | .64 | ..... |
| 19 | | | | | | .64 | |
| 20 | | | | | | | |
| 21 | | | | | | | |
| 22 | Caps, cloth, dark color, assorted sizes, for small girls, number ..... | 2,460 | ..... | ..... | .275 | ..... | **.28** |
| 23 | | | | | .28 | | .29 |
| 24 | | | | | .285 | | .30 |
| 25 | | | | | | | |
| 26 | | | | | | | |
| | Hats: | | | | | | |
| 27 | Boys', fur, dark colors, assorted sizes .....No.. | 8,405 | .57 | .54 | ..... | ..... | ..... |
| 28 | | | **.87** | .54 | | | |
| 29 | | | | .54 | | | |
| 30 | | | | .54 | | | |
| 31 | | | | .57 | | | |
| 32 | Men's, fur, dark colors, assorted sizes.....do... | 2,735 | .61 | .58 | ..... | ..... | ..... |
| 33 | | | **.61** | .58 | | | |
| 34 | | | | | | | |
| 35 | Men's, fur, black, police, assorted sizes .....do... | 830 | .80 | .75 | ..... | ..... | ..... |
| 36 | | | **.85** | .78 | | | |
| 37 | | | | .75 | | | |
| 38 | | | | | | | |
| 39 | Straw, boys', assorted sizes and colors .....do... | 4,590 | ..... | ..... | ..... | ..... | ..... |
| 40 | | | | | | | |
| 41 | Straw, men's, assorted sizes and colors.....do... | 1,360 | ..... | ..... | ..... | ..... | ..... |
| 42 | | | | | | | |
| 43 | Straw, trimmed, for small girls, assorted sizes and colors.....No... | 2,450 | ..... | ..... | ..... | ..... | ..... |
| 44 | | | | | | | |
| 45 | Straw, trimmed, sailor, for large girls, two colors, light and dark .....No.. | 2,930 | ..... | ..... | ..... | ..... | ..... |
| 46 | | | | | | | |
| 47 | Felt, trimmed, sailor, dark color, assorted sizes, for large girls .....No.. | 1,640 | ..... | ..... | ..... | ..... | ..... |
| 48 | | | | | | | |
| 49 | | | | | | | |
| 50 | | | | | | | |
| 51 | | | | | | | |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HATS AND CAPS.

| Anthony L. Ehardt. | Robert G. Barnum. | David Lustig. | William B. Thom. | Maurice Brill. | John Wanamaker. | William H. Horstman Co. | Richard W. Geldart. | | Philip Weber. | | | Max Plant. | | | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | | | | | | |
| New York. | | | | | | | | | All points. | | | | | | |
| | | | | | | | | | | | | | | | |
| ..... | ..... | ..... | ..... | .35 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 |
| | | | | .35 | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | | | 4 |
| ..... | ..... | ..... | ..... | .35 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 5 |
| | | | | .35 | | | | | | | | | | | 6 |
| | | | | .35 | | | | | | | | | | | 7 |
| | | | | .35 | | | | | | | | | | | 8 |
| | | | | .35 | | | | | | | | | | | 9 |
| ..... | ..... | .55 | ..... | .75 | .55 | .62 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 10 |
| | | .60 | | .80 | | | | | | | | | | | 11 |
| | | .65 | | | | | | | | | | | | | 12 |
| | | .75 | | | | | | | | | | | | | 13 |
| ..... | ..... | .55 | ..... | .75 | .55 | .62 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 14 |
| | | .60 | | .80 | | | | | | | | | | | 15 |
| | | .65 | | | | | | | | | | | | | 16 |
| | | .75 | | | | | | | | | | | | | 17 |
| ..... | ..... | .55 | ..... | .75 | .55 | .62 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 18 |
| | | .60 | | .80 | | | | | | | | | | | 19 |
| | | .65 | | | | | | | | | | | | | 20 |
| | | .75 | | | | | | | | | | | | | 21 |
| ..... | ..... | .28 | ..... | .25 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 22 |
| | | .28 | | | | | | | | | | | | | 23 |
| | | .32 | | | | | | | | | | | | | 24 |
| | | .33 | | | | | | | | | | | | | 25 |
| | | .45 | | | | | | | | | | | | | 26 |
| .54 | .52 | ..... | .51 | .57 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 27 |
| .56 | .53 | | .52 | | | | | | | | | | | | 28 |
| | .53 | | | | | | | | | | | | | | 29 |
| | | | | | | | | | | | | | | | 30 |
| | | | | | | | | | | | | | | | 31 |
| .60 | .54 | ..... | .64 | .59 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 32 |
| .60 | .57 | | .63 | | | | | | | | | | | | 33 |
| | .60 | | .61 | | | | | | | | | | | | 34 |
| .78 | .68 | ..... | ..... | .78 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 35 |
| | .73 | | | | | | | | | | | | | | 36 |
| | .74 | | | | | | | | | | | | | | 37 |
| | .79 | | | | | | | | | | | | | | 38 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .374 | .374 | .28 | .32 | .31 | .34 | .35 | .37 | 39 |
| | | | | | | | | | .33 | .34 | .34 | .38 | .34 | .35 | 40 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .37 | .38 | .30 | .37 | .46 | .39 | .31 | .34 | 41 |
| | | | | | | | .44 | | .35 | .42 | .38 | .37 | .38 | .42 | 42 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | .26 | .28 | .35 | .30 | .38 | .39 | 43 |
| | | | | | | | | | .40 | .38 | .39 | .40 | .38 | .35 | 44 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .439 | .49 | .33 | .34 | .36 | .30 | .36 | .37 | 45 |
| | | | | | | | | | .38 | .41 | .48 | .36 | .37 | .39 | 46 |
| .72 | ..... | .50 | .71 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 47 |
| .72 | | .50 | .71 | | | | | | | | | | | | 48 |
| .87 | | .62 | .70 | | | | | | | | | | | | 49 |
| .87 | | | .70 | | | | | | | | | | | | 50 |
| .90 | | | | | | | | | | | | | | | 51 |

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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

NOTIONS.

| Number. | CLASS No. 6. NOTIONS. | Quantity awarded. | Robert M. Fair. | The Manhattan Supply Co. | John T. Pirie, jr. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | New York. | Chicago. |
| | Braid: | | | | |
| 1 | Dress, black ..... yds.. | 14,325 | .009 | ..... | .00933 |
| 2 | | | .0068 | | |
| 3 | Red, worsted, ½-inch ..... do... | 20,915 | .0087 | ..... | .00631 |
| 4 | | | .0043 | | |
| 5 | | | .0044 | | |
| | Brushes: | | | | |
| 6 | Hair ..... doz.. | 350 | 1.65 | 1.60 | 1.65 |
| 7 | | | 1.65 | 1.75 | 1.70 |
| 8 | | | 1.80 | 1.65 | 2.05 |
| 9 | | | 2.25 | 1.47 | 3.00 |
| 10 | | | | 1.64 | 3.50 |
| 11 | | | | 1.57 | 4.00 |
| 12 | | | | 1.65 | |
| 13 | Tooth ..... do... | 770 | 1.26 | ..... | .70 |
| 14 | | | | | .81 |
| 15 | | | | | 1.18 |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| | Buttons: | | | | |
| 19 | Coat, black vegetable ivory, 30-line ..... gross.. | 300 | .4395 | ..... | .63 |
| 20 | | | .4595 | | .20 |
| 21 | | | | | |
| 22 | | | | | |
| 23 | Coat, gilt eagle, 30-line ..... do... | 165 | 2.292 | | 2.00 |
| 24 | | | 2.50 | | |
| 25 | | | 2.373 | | |
| 26 | | | | | |
| 27 | Dress, vegetable ivory ..... do... | 925 | .272 | ..... | .335 |
| 28 | | | .259 | | |
| 29 | Dress, smoked pearl, 26 to 28 line ..... do... | 630 | .80 | ..... | .84 |
| 30 | | | .96 | | |
| 31 | Overcoat, black vegetable ivory, 40 and 50 line ..... gross.. | 35 | 1.45 | ..... | .35 |
| 32 | | | 1.65 | | .28 |
| 33 | | | 1.03 | | 1.35 |
| 34 | | | 1.79 | | |
| 35 | Pants, metal, suspender ..... do... | 1,315 | .0273 | ..... | .03½ |
| 36 | | | .0598 | | .06½ |
| 37 | | | .0592 | | |
| 38 | Pants, metal, fly ..... do... | 705 | .0234 | ..... | .05½ |
| 39 | | | .0515 | | |
| 40 | | | .051 | | |
| 41 | Shirt, agate ..... do... | 2,320 | .03 | ..... | .06 |
| 42 | | | .0369 | | .03½ |
| 43 | Vest ..... do... | 220 | .37½ | ..... | .46 |
| 44 | | | .36 | | .16 |
| 45 | | | | | |
| 46 | | | | | |
| 47 | Vest, gilt eagle, 24-line ..... do... | 97 | 1.189 | ..... | 1.13 |
| 48 | | | 1.28 | | |
| 49 | | | 1.15 | | |
| 50 | | | | | |
| 51 | Youths', agate ..... do... | 2,240 | .062 | ..... | .07 |
| 52 | | | .062 | | |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

NOTIONS.

| Maurice Brill. | United States Trading Co. | John Wanamaker. | John C. Eames. | Edward Barnes. | William E. Hughes. | William H. Horstman Co. | Richard W. Geldart. | Charles H. Wright. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | |
| New York. | | | | | | | | | |
| ..... | ..... | a.99 | .0076 | ..... | ..... | ..... | ..... | ..... | 1 |
| | | | .0097 | | | | | | 2 |
| ..... | ..... | a.55 | .00376 | ..... | ..... | .00¾ | ..... | ..... | 3 |
| | | | | | | | | | 4 |
| | | | | | | | | | 5 |
| 1.63 | 1.85 | 1.23 | 1.25 | 1.70 | 1.50 | ..... | 1.64 | ..... | 6 |
| | | 1.50 | 1.25 | | 1.75 | | 1.64 | | 7 |
| | | 1.54 | 1.625 | | 1.87 | | | | 8 |
| | | 1.80 | 1.625 | | 2.50 | | | | 9 |
| | | 1.80 | 1.625 | | 3.00 | | | | 10 |
| | | 1.80 | | | | | | | 11 |
| | | 1.80 | | | | | | | 12 |
| .98 | 1.34 | 1.10 | b.875 | ..... | ..... | ..... | ..... | ..... | 13 |
| 1.05 | | 1.25 | c1.50 | | | | | | 14 |
| 1.16 | | | d1.00 | | | | | | 15 |
| 1.16 | | | | | | | | | 16 |
| 1.23 | | | | | | | | | 17 |
| 1.23 | | | | | | | | | 18 |
| .22 | ..... | .46½ | .66 | ..... | ..... | ..... | .435 | ..... | 19 |
| .25 | | | | | | | | | 20 |
| .205 | | | | | | | | | 21 |
| .40 | | | | | | | | | 22 |
| 2.35 | ..... | 2.41 | 1.85 | ..... | ..... | 1.80 | ..... | 2.35 | 23 |
| | | | 1.85 | | | | | 2.15 | 24 |
| | | | | | | | | 2.00 | 25 |
| | | | | | | | | 1.75 | 26 |
| ..... | ..... | .28½ | .275 | .275 | ..... | ..... | .30 | ..... | 27 |
| | | | | | | | | | 28 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .828 | ..... | 29 |
| | | | | | | | .988 | | 30 |
| .95 | ..... | 1.575 | 1.22 | ..... | ..... | ..... | .99 | ..... | 31 |
| 1.45 | | 1.73½ | 2.20 | | | | 1.65 | | 32 |
| 1.65 | | | | | | | | | 33 |
| | | | | | | | | | 34 |
| .06 | ..... | .03 | .07 | .059 | ..... | ..... | .06 | ..... | 35 |
| | | .06 1/12 | | .0274 | | | | | 36 |
| | | | | | | | | | 37 |
| .05 | ..... | .025 | .06 | .05 | ..... | ..... | .05 | ..... | 38 |
| | | .05½ | | .0243 | | | | | 39 |
| | | | | | | | | | 40 |
| ..... | .08 | .03 | .08½ | ..... | ..... | ..... | .08083 | ..... | 41 |
| | | .031 | | | | | | | 42 |
| .22 | ..... | .399 | .50 | ..... | ..... | ..... | ..... | ..... | 43 |
| .25 | | | | | | | | | 44 |
| .205 | | | | | | | | | 45 |
| .37 | | | | | | | | | 46 |
| 1.25 | ..... | 1.25 | 1.15 | ..... | ..... | 1.20 | ..... | 1.45 | 47 |
| | | | 1.15 | | | | | 1.15 | 48 |
| | | | | | | | | 1.00 | 49 |
| | | | | | | | | .90 | 50 |
| ..... | ..... | .07½ | .06 | ..... | ..... | ..... | .05 | ..... | 51 |
| | | | .07 | | | | | | 52 |

a Per gross yards.
b 500 dozen only.
c 100 dozen only.
d 200 dozen only.

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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

| Number. | CLASS No. 6. NOTIONS—continued. | Quantity awarded. | Monitowoc Aluminum Novelty Co. | Charles B. Sellers. | The Manhattan Supply Co. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | All points except San Francisco. | New York. | |
| | Combs: | | | | |
| 1 | Coarse, boys', strong, dressing .....doz.. | 880 | .65 | ..... | .68 |
| 2 | | | .60 | | .55 |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | Coarse and fine, girls', strong, dressing..do... | 800 | .75 | ..... | .65 |
| 14 | | | .68 | | .72 |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | Fine.....do... | 1,410 | .625 | ..... | .39¼ |
| 21 | | | | | .40¼ |
| 22 | | | | | |
| 23 | | | | | |
| 24 | | | | | |
| 25 | | | | | |
| 26 | Cord, elastic.....yds.. | 6,095 | ..... | ..... | ..... |
| 27 | | | | | |
| 28 | | | | | |
| 29 | Cotton, darning, black, fast color, No. 2..{dozen spools} | 840 | ..... | ..... | ..... |
| 30 | | | | | |
| 31 | Cotton maitre, for seines, 36-thread, soft laid..lbs.. | 24 | ..... | ..... | ..... |
| | Gilling twine, 3-cord: | | | | |
| 32 | No. 30 .....do... | 15 | ..... | ..... | 1.20 |
| 33 | | | | | |
| 34 | No. 35 .....do... | 4 | ..... | ..... | 1.30 |
| 35 | | | | | |
| 36 | No. 40 .....do... | 6 | ..... | ..... | 1.50 |
| 37 | | | | | |
| | Gloves, buck: | | | | |
| 38 | Boys', No. 1, standard quality, or oil-tanned sheep or goat .....pairs.. | 3,000 | ..... | .345 | ..... |
| 39 | | | | .375 | |
| 40 | | | | .395 | |
| 41 | | | | .40 | |
| 42 | | | | .47 | |
| 43 | Men's, No. 1, standard quality, or oil-tanned sheep or goat .....pairs.. | 2,730 | ..... | .57 | ..... |
| 44 | | | | .58 | |
| 45 | | | | .60 | |
| 46 | | | | .62 | |
| 47 | | | | .63 | |
| 48 | | | | .65 | |
| 49 | | | | .675 | |
| 50 | | | | .70 | |

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

| Robert M. Fair. | John T. Pirie, jr. | Maurice Brill. | United States Trading Co. | John Wanamaker. | John C. Eames. | Richard W. Goldart. | Edward C. Decker. | Number. |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| Chicago. | | New York. | | | | | | |
| .39 | .65 | .65 | .74 | .68 | .60 | .5974 | ..... | 1 |
| .42 | .70 | .67 | | | .67 | .64 | | 2 |
| .42 | .75 | .40 | | | .73 | | | 3 |
| .69 | | | | | .65 | | | 4 |
| .46 | | | | | | | | 5 |
| .65 | | | | | | | | 6 |
| .65 | | | | | | | | 7 |
| .71 | | | | | | | | 8 |
| .78 | | | | | | | | 9 |
| .67 | | | | | | | | 10 |
| .82 | | | | | | | | 11 |
| .69 | | | | | | | | 12 |
| .78 | .80 | .69 | .84 | .74 | .665 | .64 | ..... | 13 |
| .75 | .95 | .78 | | .80 | .79 | | | 14 |
| .84 | .67 | .81 | | | .71 | | | 15 |
| .62 | .72 | .76 | | | .67 | | | 16 |
| .68 | .74 | .64 | | | | | | 17 |
| .67 | 1.35 | .93 | | | | | | 18 |
| .75 | | | | | | | | 19 |
| .41¼ | .37 | .35 | ..... | .40 | .375 | ..... | ..... | 20 |
| .42 | .42 | .40 | | .41 | .33½ | | | 21 |
| .43¾ | .55 | .425 | | .39 | .35 | | | 22 |
| .55 | .56 | .53 | | | .385 | | | 23 |
| .41½ | .65 | .68 | | | .375 | | | 24 |
| | .90 | | | | | | | 25 |
| [a] .58 | [a] .68 | ..... | ..... | [a] .57½ | [a] .64 | ..... | ..... | 26 |
| [a] .85 | | | | | [a] .72 | | | 27 |
| | | | | | [a] .875 | | | 28 |
| .13 | .155 | ..... | .19 | .143 | ..... | ..... | ..... | 29 |
| .17 | | | | | | | | 30 |
| .18¾ | ..... | ..... | ..... | .185 | ..... | ..... | ..... | 31 |
| .79 | ..... | ..... | ..... | .79 | ..... | ..... | ..... | 32 |
| .78 | | | | | | | | 33 |
| .89 | ..... | ..... | ..... | .89 | ..... | ..... | ..... | 34 |
| .88 | | | | | | | | 35 |
| .95 | ..... | ..... | ..... | .95 | ..... | ..... | ..... | 36 |
| .94 | | | | | | | | 37 |
| .365 | ..... | .37 | ..... | .30 | ..... | ..... | .60 | 38 |
| .365 | | .37 | | .33 | | | .50 | 39 |
| .37 | | .37 | | | | | .30 | 40 |
| .38 | | .37 | | | | | | 41 |
| | | | | | | | | 42 |
| .62 | .67 | .59 | ..... | .47 | ..... | ..... | .58 | 43 |
| .60 | .71 | .61 | | .56 | | | .60 | 44 |
| .70 | .83 | .62 | | .68 | | | .58 | 45 |
| .61 | | | | .08 | | | .59 | 46 |
| .57 | | | | .83 | | | .60 | 47 |
| .56 | | | | .98 | | | | 48 |
| | | | | | | | | 49 |
| | | | | | | | | 50 |

[a] Gross yards.

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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

| Number. | CLASS No. 6. NOTIONS—continued. | Quantity awarded. | Robert M. Fair. | The Manhattan Supply Co. | John T. Pirie, jr. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | Chicago. | New York. | Chicago. |
| 1 | Hooks and eyes.....gross.. | **405** | .03½ | ..... | **.045** |
| 2 | | | .04 | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | Hooks and eyes, pants.....do... | **140** | .139 | ..... | .135 |
| 6 | | | .126 | | |
| 7 | | | .102 | | |
| 8 | Indelible ink, Payson's or equal.....doz.. | **265** | 1.77 | ..... | 1.65 |
| 9 | Needles: | | | | |
| 10 | Assorted sizes, Sharp's, Nos. 4 to 8 and 5 to 10, hundred..... | **3,095** | [a].48 | [a].42 | [a].475 |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | Darning, medium sizes.....gross.. | **140** | .15 | .14 | [a]1.25 |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |
| 21 | Glover's.....hund.. | **4** | .26 | **.195** | .255 |
| 22 | | | | | |
| 23 | Knitting, common, medium sizes.....gross.. | **35** | .375 | .14 | **.3745** |
| 24 | Sack.....doz.. | **30** | .075 | .10 | .12 |
| 25 | Paper, toilet.....packs.. | **41,070** | .024 | .019 | .0324 |
| 26 | | | .0265 | .025 | |
| 27 | | | .029 | .027 | |
| 28 | | | .0355 | .028 | |
| 29 | | | .0510 | .03 | |
| 30 | | | | .035 | |
| | Pins: | | | | |
| 31 | Brass, standard, Nos. 2, 3, and 4.....do... | **885** | .27 | ..... | .2099 |
| 32 | | | .24 | | .2399 |
| 33 | | | .21 | | .2699 |
| 34 | Hat, girls'.....doz.. | **535** | [b].23 | ..... | [b].2149 |
| 35 | | | [b].28 | | |
| 36 | Hair, wire.....gross.. | **320** | **.11** | ..... | [c].075 |
| 37 | | | | | [c].0999 |
| 38 | Safety, assorted, 1, 1¼, and 2-inch.....do... | **405** | .21 | ..... | .18 |
| 39 | | | .24 | | .20 |
| 40 | | | .28 | | .22 |
| 41 | | | | | |
| 42 | | | | | |
| 43 | | | | | |
| 44 | | | | | |
| 45 | | | | | |
| 46 | | | | | |

[a] Per 1,000. [b] Per gross. [c] Per bundle.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

| Maurice Brill. | United States Trading Co. | John Wanamaker. | John C. Eames. | Richard W. Geldart. | Edward Barnes. | Number. |
|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | |
| New York. | | | | | | |
| ..... | ..... | .035 | .036 | ..... | ..... | 1 |
| | | | .038 | | | 2 |
| | | | .04 | | | 3 |
| | | | .0425 | | | 4 |
| ..... | ..... | .12 | **.10** | ..... | ..... | 5 |
| | | | | | | 6 |
| | | | | | | 7 |
| 1.50 | ..... | 1.375 | ..... | ..... | ..... | 8 |
| | | **1.20** | | | | 9 |
| *a* .46 | *a* .44 | *a* .275 | *a* .40 | *a* .324 | ..... | 10 |
| *a* .49 | | *a* .41 | *a* .42 | *a* **.41** | | 11 |
| | | | *a* .35 | *a* .30 | | 12 |
| | | | *a* .45 | | | 13 |
| | | | *a* .50 | | | 14 |
| .15 | ..... | .11¼ | .13 | *a* 1.35 | ..... | 15 |
| | | | **.15** | *a* 1.09 | | 16 |
| | | | .14 | *a* .90 | | 17 |
| | | | | *a* .76 | | 18 |
| | | | | *a* .70 | | 19 |
| | | | | *b* .12 | | 20 |
| .25 | ..... | .21 | .22 | *a* 2.60 | ..... | 21 |
| .28 | | | .25 | | | 22 |
| ..... | ..... | .35¾ | .33 | .37 | ..... | 23 |
| .09 | ..... | .05¼ | **.07** | .07 | ..... | 24 |
| .025 | .0298 | .0235 | **.03½** | ..... | ..... | 25 |
| .02¾ | | .0260 | .03¼ | | | 26 |
| .03 | | .03 | | | | 27 |
| | | | | | | 28 |
| | | | | | | 29 |
| | | | | | | 30 |
| *d* .25 | .28 | .21 | **.265** | .3142 | ..... | 31 |
| *d* .23 | .25 | .24 | **.235** | .25 | | 32 |
| *d* .20 | .22 | .27 | **.215** | .22 | | 33 |
| ..... | ..... | *b* .19 | *h* .25 | ..... | *b* **.21½** | 34 |
| | | | | | | 35 |
| ..... | .11 | *e* .02¾ | *g* .07 | ..... | ..... | 36 |
| | | | | | | 37 |
| .205 | .209 | .21 | .208 | ..... | **.20** | 38 |
| .24 | .255 | .24 | .25 | | **.235** | 39 |
| .2795 | .29 | .28 | .29 | | **.27¾** | 40 |
| .23 | | | *f* .14 | | .18 | 41 |
| .275 | | | *f* .17 | | .22 | 42 |
| .32 | | | *f* .20 | | .25 | 43 |
| .17 | | | | | | 44 |
| .22 | | | | | | 45 |
| .26 | | | | | | 46 |

*d* Per dozen packs.
*e* Per package.
*f* In bulk.
*g* Per package of 320 pins.
*h* Per gross—384 dozen *only*.

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*Abstract of proposals received and contracts awarded in New York City under*

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

| Number. | CLASS No. 6. NOTIONS—continued. | Quantity awarded. | Robert M. Fair. | The Manhattan Supply Co. | Alfred W. Duxbury. | Arthur Measures. |
|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | |
| | | | Chicago. | New York. | | All points. |
| 1 | Ribbon, blue and cardinal, ¼, 1, and 2 inch, yards | 28,645 | .01875 | | | |
| 2 | | | .02625 | | | |
| 3 | | | .03250 | | | |
| 4 | | | .04225 | | | |
| 5 | | | .05525 | | | |
| 6 | | | .06325 | | | |
| 7 | | | **.01625** | | | |
| 8 | | | .021 | | | |
| 9 | | | .023 | | | |
| 10 | | | .03 | | | |
| 11 | | | **.039** | | | |
| 12 | | | **.048** | | | |
| 13 | Scissors, buttonhole ..... No. | 195 | .33 | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | Silk, sewing: | | | | | |
| 19 | Scarlet, 50-yard spools ..... doz. | 325 | .315 | | | |
| 20 | Black, 50-yard spools ..... do. | 565 | .315 | | | |
| 21 | Spool cotton, best of standard 6-cord, Nos. 20 to 50, white, black, and drab ..... doz. | 11,715 | .375 | | .36 | .3948 |
| 22 | Suspenders: | | | | | |
| 23 | Boys' ..... pairs. | 8,685 | .075 | a 1.02 | | |
| 24 | | (*) | .09½ | a 1.08 | | |
| 25 | | | .08½ | | | |
| 26 | | | .125 | | | |
| 27 | | | .07 | | | |
| 28 | | | .09½ | | | |
| 29 | | | .065 | | | |
| 30 | | | .09½ | | | |
| 31 | Men's ..... do. | 12,435 | .11 | a 1.20 | | |
| 32 | | | **.105** | a 1.29 | | |
| 33 | | | .10⅝ | a 1.13 | | |
| 34 | | | .09⅝ | a 1.24 | | |
| 35 | | | .105 | | | |
| 36 | | | .105 | | | |
| 37 | | | .10 | | | |
| 38 | | | .11½ | | | |
| 30 | | | .125 | | | |
| 40 | Tape measures, medium ..... doz. | 85 | .175 | | | |
| 41 | | | .175 | | | |

* Open market.

a Per dozen.

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*advertisement of March 1, 1902, for furnishing supplies, etc*—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

| Percy C. Eggleston. | Jonathan Nathan. | John T. Pirie, jr. | Maurice Brill. | United States Trading Co. | John Wanamaker. | C. A. Wilson. | John C. Eames. | Thomas H. Lowery. | Richard W. Geldart. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery, | | | | | | | | | | |
| New York. | | Chicago. | New York. | | | | | | | |
| | | .013 | .02 | .019 | *b* .25 | | | | | 1 |
| | | .023 | .03⅜ | .029 | *b* .40 | | | | | 2 |
| | | .053 | .07 | .057 | *b* .86 | | | | | 3 |
| | | .022 | | | | | | | | 4 |
| | | .037 | | | | | | | | 5 |
| | | .077 | | | | | | | | 6 |
| | | .025 | | | | | | | | 7 |
| | | .052 | | | | | | | | 8 |
| | | | | | | | | | | 9 |
| | | | | | | | | | | 10 |
| | | | | | | | | | | 11 |
| | | | | | | | | | | 12 |
| | | .30 | .25 | | .20 | | .23 | | | 13 |
| | | | .20 | | .27 | | **.29** | | | 14 |
| | | | | | .28 | | | | | 15 |
| | | | | | .36 | | | | | 16 |
| | | | | | .37 | | | | | 17 |
| | | | | | .36 | | | | | 18 |
| .2434 4/13 | | .2899 | .28 | .32 | .25 | | **.275** | | | 19 |
| .24285 | | .2899 | .28 | .32 | .25 | | **.275** | | | 20 |
| | .35 | | | | .35 | .3687 | **.345** | | | 21 |
| | | | | | | .3674 | | | | 22 |
| | | .06¼ | .07 5/12 | .10 | | | .065 | *c* .08¾ | .09 | 23 |
| | | .105 | .08¾ | | | | .07 | *c* .08¾ | | 24 |
| | | | .09 | | | | .0775 | .09 | | 25 |
| | | | .08⅞ | | | | .08 | | | 26 |
| | | | | | | | .09 | | | 27 |
| | | | | | | | .105 | | | 28 |
| | | | | | | | | | | 29 |
| | | | | | | | | | | 30 |
| | | .06 | .09¼ | .11 | | | .0825 | .105 | .1045 | 31 |
| | | .10 | .10 | | | | .085 | .095 | | 32 |
| | | .095 | .115 | | | | .10 | .10 | | 33 |
| | | .15 | .09¾ | | | | .1075 | .10 | | 34 |
| | | | .10⅛ | | | | .12 | | | 35 |
| | | | | | | | .125 | | | 36 |
| | | | | | | | | | | 37 |
| | | | | | | | | | | 38 |
| | | | | | | | | | | 39 |
| | | .18¾ | | | .14¾ | | **.189** | | | 40 |
| | | | | | | | .30 | | | 41 |

*b* Per piece of 10 yards.

*c* Forfeited his check.



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*Abstract of proposals received and contracts awarded in New York City, under*

[NOTE.—Figures in large type denote rates

NOTIONS—Continued.

| Number. | CLASS No. 6. NOTIONS—continued. | Quantity awarded. | The Manhattan Supply Co. | Robert M. Fair. | Percy C. Eggleston. |
|---|---|---|---|---|---|
| | | | Points of delivery. | | |
| | | | New York. | Chicago. | New York. |
| 1 | Tape, white, cotton, ⅜ to ½ inch widths, doz. pieces | **2,900** | ..... | .0495 | ..... |
| 2 | | | | **.0594** | |
| 3 | | | | .0693 | |
| 4 | | | | **.0792** | |
| 5 | | | | .0891 | |
| 6 | | | | **.099** | |
| | Tape, elastic, black: | | | | |
| 7 | ⅜-inch ..... yds.. | **17,900** | ..... | .025 | ..... |
| 8 | | | | **.03¼** | |
| 9 | | | | .03⅜ | |
| 10 | ½-inch ..... do... | **3,275** | ..... | .02 1/12 | ..... |
| 11 | | | | **.02½** | |
| 12 | | | | .02¾ | |
| | Thimbles: | | | | |
| 13 | Closed, steel or aluminum ..... doz.. | **760** | ..... | **.10⅛** | ..... |
| 14 | | | | .045 | |
| 15 | | | | | |
| 16 | Open, steel or aluminum ..... do... | **95** | ..... | .10⅛ | ..... |
| 17 | Thread, linen, standard make, Nos. 30, 35, and 40, ⅜ dark blue, ½ whitey-brown, standard Nos ..... lbs.. | **110** | [a] 1.03 | .70 | ..... |
| 18 | | | [a] 1.15 | .825 | |
| 19 | | | [a] 1.18 | .92 | |
| 20 | | | | **.75** | |
| 21 | | | | **.85** | |
| 22 | | | | **.95** | |
| 23 | Twist, buttonhole silk, No. 8. 2-oz. spools.... ozs.. | **590** | ..... | ..... | .35775 |
| 24 | Twine, sack ..... lbs.. | **370** | ..... | .19⅜ | ..... |
| 25 | | | | .19⅜ | |
| 26 | | | | **.17½** | |
| 27 | | | | .16⅜ | |
| | *Additional articles.* | | | | |
| 28 | Twist, machine silk, E. & D ..... lbs.. | **15** | ..... | **3.95** | [b] .3697 |
| 29 | | | | 3.95 | |
| 30 | Combs, round, rubber ..... doz.. | **20** | ..... | .56⅜ | ..... |
| 31 | | | | | |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | | | | |
| 35 | | | | | |

[a] If wanted in smaller skeins, 10 cents per pound additional.
[b] Per ounce.
[c] Per doz.
[d] Per each.

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*advertisement of March 1, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

NOTIONS—Continued.

| John T. Pirie, jr. | Maurice Brill. | United States Trading Co. | John Wanamaker. | John C. Eames. | Edward Barnes. | Richard W. Geldart. | Number. |
|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | |
| Chicago. | New York. | | | | | | |
| .06¼ | ..... | .10 | .06¾ | .0645 | ..... | ..... | 1 |
| .075 | | .12 | .085 | .0767 | | | 2 |
| .06¾ | | .145 | .09⅜ | .0675 | | | 3 |
| | | | | .098 | | | 4 |
| | | | | | | | 5 |
| | | | | | | | 6 |
| .03¾ | .03⅞ | .03 11/16 | .03⅜ | .023 | .03 | ..... | 7 |
| .04 | .0335 | | | .04 | | | 8 |
| | | | | | | | 9 |
| .025 | .035 | .029 | .02⅛ | .02 | .02⅛ | ..... | 10 |
| .03 | .027 | | | .0273 | | | 11 |
| | | | | | | | 12 |
| .04⅛ | .05 | ..... | .04⅛ | .039 | ..... | *d*.055 | 13 |
| | | | | .045 | | *d*.045 | 14 |
| | | | | | | *d*.04 | 15 |
| .09¼ | ..... | ..... | .061 | .095 | ..... | ..... | 16 |
| .9888 | ..... | ..... | .75 | ..... | ..... | ..... | 17 |
| 1.0987 | | | .75 | | | | 18 |
| 1.2451 | | | .85 | | | | 19 |
| | | | .85 | | | | 20 |
| | | | .95 | | | | 21 |
| | | | .95 | | | | 22 |
| .38¾ | ..... | ..... | .39 | ..... | ..... | ..... | 23 |
| ..... | ..... | ..... | .245 | ..... | ..... | ..... | 24 |
| | | | .35 | | | | 25 |
| | | | | | | | 26 |
| | | | | | | | 27 |
| *c*3.99 | ..... | ..... | *c*4.00 | *c*4.35 | ..... | ..... | 28 |
| | | | | | | | 29 |
| .35 | .75 | .60 | .55 | ..... | ..... | ..... | 30 |
| .34 | .59 | | .60 | | | | 31 |
| .48 | | | .36 | | | | 32 |
| .68 | | | | | | | 33 |
| .68 | | | | | | | 34 |
| .68 | | | | | | | 35 |

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# PROPOSALS RECEIVED AND CONTRACTS AWARDED

IN

# SAN FRANCISCO, CAL.,

UNDER ADVERTISEMENT OF MAY 5, 1902.



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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under*

[NOTE.—Figures in large type denote rates

SUBSISTENCE SUPPLIES.

| Number. | SUBSISTENCE SUPPLIES. | Quantity awarded. | Del Monte Milling Co. | Adolph Frederick Hinz. | Jacob Levi, jr. | Sperry Flour Co. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| 1 | Barley, pearl, about No. 3, delivered in strong, merchantable single sacks of about 100 pounds net each ..... lbs.. | **1,510** | **a 3.30** | a 3.12 | a 3.45 | a 3.25 |
| 2 | Beans (39,415 pounds pink, and 54,160 pounds white) good merchantable quality, sound and clean, put up in double bags, the inner bag to be of good substantial burlap, the outer one a gunny ..... lbs.. | **143,575** | ..... | ..... | c 2.39<br>d 2.66 | ..... |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | Coffee, milled, sound and clean, good quality, delivered in strong double sacks—no charge for sacks—subject to customary trade tare. No sample below No. 6 need be submitted. Samples of 1 pound coffee required. ..... lbs.. | **34,455** | ..... | ..... | 8.04 | ..... |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | Cracked wheat, packed in double sacks of about 100 pounds net each, cotton covered with burlap ..... lbs.. | **10,850** | 1.95 | **1.80** | 2.15 | 2.00 |
| 12 | Hard bread, best quality used by the Army, put up in strong boxes of 50 pounds each ..... lbs.. | **30,600** | ..... | ..... | ..... | ..... |
| 13 | | | | | | |
| 14 | Hominy, good merchantable quality, sound, clean, put up in double bags, the inner bag of good substantial burlap, the outer one a gunny ... lbs.. | **6,900** | 2.75 | 2.60 | 2.69 | **2.50** |
| 15 | Rolled oats, good quality, in pasteboard boxes of 2 pounds each, packed in trade cases of 72 pounds to the case ..... lbs.. | **53,244** | 4.25 | 4.50 | 3.72 | 4.20 |
| 16 | | | **3.60** | 4.25 | 3.94 | |
| 17 | | | | 4.00 | | |

a Per hundredweight. b Per pound.

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*advertisement of May 5, 1902, for furnishing supplies, etc., for the Indian service.*

**at which contracts have been awarded.]**

SUBSISTENCE SUPPLIES.

| Frank Dalton. | James A. Snook. | Hugh M. Johns. | Simon Erlanger. | Robert Augustus Bray. | James A. Folger. | Austin H. Hills. | Albert L. Ehrman. | Max J. Brandenstein. | William Haas. | James H. Suydam. | Gerhard Muller. | American Biscuit Co. | Samuel Foster. | George P. Lauinger. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | | | | |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 |
| *c*2.34 | *c*.0237 | *c*.0259 | *c***2.07** | *c*2.14 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 2 |
| *d*2.675 | *d*.0237 | *d*.0274 | *d*2.39 | *d*2.48 | | | | | | | | | | | 3 |
| | | | | ***d*2.48** | | | | | | | | | | | 4 |
| ..... | ..... | .0799 | ..... | ..... | .0861 | .09 | .085 | .08¾ | .08¾ | ..... | ..... | ..... | ..... | ..... | 5 |
| | | .0824 | | | .0856 | .0862 | | | .08¼ | | | | | | 6 |
| | | .0774 | | | **.0836** | | | | .07¾ | | | | | | 7 |
| | | .0749 | | | | | | | .075 | | | | | | 8 |
| | | | | | | | | | .07½ | | | | | | 9 |
| | | | | | | | | | .06⅝ | | | | | | 10 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | .0180 | ..... | ..... | 2.09 | ..... | 11 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | .03 | 3.77 | ..... | ..... | 12 |
| | | | | | | | | | | | | **2.93** | | | 13 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 2.62 | ..... | 14 |
| ..... | ..... | .0387 | ..... | ..... | ..... | ..... | ..... | ..... | 3.93 | .0397 | ..... | ..... | 4.39 | .0399 | 15 |
| | | | | | | | | | | | | | | .0465 | 16 |
| | | | | | | | | | | | | | | | 17 |

*c* Pink. *d* White.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

SUBSISTENCE SUPPLIES—Continued.

| Number. | SUBSISTENCE SUPPLIES—continued. | Quantity awarded. | Jacob Levi, jr. | Hugh M. Johns. | Frederick W. Van Sicklen. | Albert L. Ehrman. | Gustav Wormser. | Max J. Brandenstein. |
|---|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | | |
| 1 | Rice, good quality, delivered in double bags, the inner bag to be of good substantial burlap, the outer one of gunny.....lbs.. | **25,830** | 3.35 | .0422 | ..... | .04½ | 4.49 | .0365 |
| 2 | | | 4.02 | .0435 | | | 4.24 | .04 |
| 3 | | | | .0349 | | | 4.14 | .03¾ |
| 4 | | | | .0385 | | | | .04½ |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | Salt, coarse, delivered in good double gunnies .....lbs.. | **13,900** | ..... | ..... | .015 | ..... | ..... | ..... |
| 8 | Salt, fine, fit for table use, put up in small bags, delivered in good double gunnies.....lbs.. | **55,390** | ..... | ..... | .02 | ..... | ..... | ..... |
| 9 | Sugar, to be medium in quality, granulated, in double bags of about 150 pounds capacity, the inner bag to be of good heavy muslin, the outer one a new gunny .....lbs.. | **208,995** | 3.99 | ..... | ..... | .04 | ..... | ..... |
| 10 | Tea, Oolong, superior to fine trade classification .....lbs.. | **2,855** | .2371 | **.2524** | ..... | ..... | ..... | .28 |
| 11 | | | | .2549 | | | | .26 |
| 12 | | | | | | | | .245 |

CLASS NO. 8—GROCERIES.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 13 | Allspice, ground, in ¼ and 1 pound tins.....lbs.. | **92** | .16 | ..... | ..... | .16½ | ..... | ..... |
| 14 | | | .13 | | | | | |
| 15 | | | .14 | | | | | |
| 16 | | | .11 | | | | | |
| 17 | Baking powder, standard quality, in ½ and ¼ pound tins, packed in strong boxes of not more than 100 pounds each.....lbs.. | **8,865** | .245 | .2349 | ..... | .16¾ | ..... | ..... |
| 18 | | | .165 | .2549 | | | | |
| 19 | | | .225 | .145 | | | | |
| 20 | | | .145 | .165 | | | | |
| 21 | | | | | | | | |
| 22 | | | | | | | | |
| 23 | Bath brick .....Doz.. | **36** | .42 | ..... | ..... | .30 | ..... | ..... |
| 24 | Beeswax .....lbs.. | **89** | ..... | ..... | ..... | ..... | ..... | ..... |
| 25 | Boxes bluing .....Doz.. | **222** | 1.08 | ..... | ..... | **.50** | ..... | ..... |
| 26 | | | .72 | | | | | |
| 27 | | | .48 | | | | | |
| 28 | Candles, adamantine, 6's.....lbs.. | **915** | **.0946** | ..... | ..... | ..... | ..... | ..... |
| 29 | | | .0841 | | | | | |
| 30 | Cassia, ground, in ¼ and 1 pound tins.....lbs.. | **159** | .27 | ..... | ..... | .16½ | ..... | ..... |
| 31 | | | .13 | | | | | |
| 32 | | | .25 | | | | | |
| 33 | | | .11 | | | | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

SUBSISTENCE SUPPLIES—Continued.

| William Haas. | Samuel Foster. | George P. Laulinger. | John Rothschild. | Joseph Sloss. | Ivory F. Littlefield. | Louis Feldman, jr. | Harry Unna. | Richard N. Nason. | Thomas R. Hayes. | William S. Miller. | James A. Folger. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| 5.24 | ..... | .0425 | 3.625 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 1 |
| 4.12 | ..... | .0482 | 3.875 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 2 |
| 3.99 | ..... | .0362 | 3.98 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 3 |
| 4.37 | ..... | .037 | 4.375 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 4 |
| | | .04 | 4.65 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 5 |
| | | **.0312** | 5.45 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 6 |
| ..... | **1.49** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 7 |
| ..... | **1.98** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 8 |
| **3.98** | ..... | .0499 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 9 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 10 |
| | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | 12 |

CLASS NO. 8—GROCERIES.

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ..... | ..... | [b]**.16** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 13 |
| | | [c]**.135** | | | | | | | | | | 14 |
| | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | 16 |
| ..... | ..... | [a]**.16⅔** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | .15 | 17 |
| | | [b]**.14⅔** | | | | | | | | | .20 | 18 |
| | | | | | | | | | | | .26 | 19 |
| | | | | | | | | | | | .17 | 20 |
| | | | | | | | | | | | .22 | 21 |
| | | | | | | | | | | | .28 | 22 |
| ..... | ..... | .35 | ..... | .42 | ..... | **.34** | .39 | ..... | ..... | ..... | ..... | 23 |
| ..... | ..... | ..... | ..... | ..... | **.29** | ..... | ..... | .335 | .35 | ..... | ..... | 24 |
| ..... | ..... | .54 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 25 |
| | | | | | | | | | | | | 26 |
| | | | | | | | | | | | | 27 |
| ..... | ..... | .11 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | .095 | ..... | 28 |
| | | | | | | | | | | | | 29 |
| ..... | ..... | [b]**.165** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 30 |
| | | [c]**.14** | | | | | | | | | | 31 |
| | | | | | | | | | | | | 32 |
| | | | | | | | | | | | | 33 |

[a] One-fourth pound. [b] One-half pound. [c] 1 pound.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

GROCERIES—Continued.

| Number. | CLASS No. 8. GROCERIES—continued. | Quantity awarded. | Albert H. Ehrman. | George P. Laulinger. | Jacob Levi, jr. | John Rothschild & Co. | Fred B. Dallam. |
|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | |
| 1 | Cloves, ground, in ¼ and 1 pound tins .....lbs.. | **100** | .16½ | b**.165** | .185 | ..... | .... |
| 2 | | | | c**.14** | .13 | | |
| 3 | | | | | .165 | | |
| 4 | | | | | .11 | | |
| 5 | Cocoa, in ¼ and 1 pound tins.....do... | **780** | ..... | ..... | a**.33⅓** | ..... | .... |
| 6 | | | | | .2190 | | |
| 7 | Cornstarch, in 1-pound packages .....do... | **1,680** | .05 | .0475 | 6.04 | ..... | .... |
| 8 | | | | | **.0484** | | |
| 9 | Cream tartar, in ¼ and 1 pound tins.....do... | **140** | .16⅔ | .17 | b**.295** | ..... | .... |
| 10 | | | | .16 | b.16 | | |
| 11 | | | | | c**.275** | | |
| 12 | | | | | c.14 | | |
| 13 | Ginger, ground, in ¼ and 1 pound tins .....do... | **330** | .13⅓ | b**.16** | .205 | ..... | .... |
| 14 | | | | c**.14** | .13 | | |
| 15 | | | | | .185 | | |
| 16 | | | | | .11 | | |
| 17 | Hops, fresh, pressed.....do... | **335** | ..... | .135 | **.1141** | ..... | .... |
| 18 | Lye, concentrated..... .....doz.. | **754** | ..... | .45 | .46 | 1.66⅔ | .... |
| 19 | | | | | .32½ | | |
| 20 | | | | | .74 | | |
| 21 | Matches, full count, 100 in box.....gross.. | **324** | ..... | .85 | **.84⅓** | ..... | .22 |
| 22 | | | | | | | .45 |
| 23 | Mustard, ground, in ¼ and 1 pound tins .....lbs.. | **140** | .13⅓ | b**.15** | .195 | ..... | .... |
| 24 | | | | c**.13** | .13 | | |
| 25 | | | | | .175 | | |
| 26 | | | | | .11 | | |
| 27 | Pepper, black, ground, in ¼ and 1 pound tins...do... | **680** | .165 | b**.17** | .215 | ..... | .... |
| 28 | | | | c**.15** | .13 | | |
| 29 | | | | | .195 | | |
| 30 | | | | | .11 | | |
| 31 | Sirup, in 5-gallon IC tin cans, cased. Sample of one-half gallon required .....galls.. | **18,450** | ..... | ..... | .425 | ..... | .... |
| 32 | | | | | .415 | | |
| 33 | | | | | .375 | | |
| 34 | | | | | .26⅔ | | |
| 35 | | | | | | | |
| 36 | | | | | | | |
| 37 | Soap, laundry. This must be a good quality of commercial tallow and resin soap and may contain a little sodium silicate. It must not contain over 31 per cent of water or over 1.2 per cent of silica or over ½ per cent each of free caustic soda, carbonate of sodium, or salts other than the silicate. It must contain at least 9.2 per cent of combined alkali (calculated as pure sodium hydroxide) and must be packed in boxes containing 80 pound bars each. Five pound bars must be submitted as samples .....lbs.. | **139,000** | ..... | ..... | .0333 | ..... | .... |
| 38 | | | | | | | |
| 39 | Soap, toilet. This must be a pure white floating soap made from fat and alkali without addition of sodium silicate or other mineral substance. It must not contain over 20.5 per cent of water or over ½ per cent each of free alkali, carbonate or salt, and must contain at least 11.4 per cent of combined alkali (calculated as pure sodium hydroxide). It must be packed in boxes containing about 80 pounds net and in cakes weighing 5 to 6 ounces each. At least three cakes must be submitted as samples.....lbs.. | **14,950** | ..... | ..... | .0664 | ..... | .... |
| 40 | | | | | | | |

a One-halfs. "Only."
b One-half pd.
c One pd.
d Commercial weight, packed in boxes of 100 10-ounce commercial cakes, unwrapped, net.
e Packed in boxes of 100 6-ounce commercial cakes, unwrapped, 37½ pounds net.
f Cream Laundry.
g Nip soap.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

| James A. Snook. | J. M. Long. | James McCullough. | Swift & Co. | Los Angeles Soap Co. | Patrick T. Hurley. | Henry Morgenthau. | Charles R. Petersen. | The Manhattan Supply Co. | Edward F. Baxter. | Samuel Foster. | Hugh M. Johns. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Delivered in San Francisco, Cal. | | | | | Schools. | San Francisco, Cal. | | | | | | |
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
| | | | | | | | | | | | | 5 |
| | | | | | | | | | | | | 6 |
| | | | | | | | | | | | | 7 |
| | | | | | | | | | | | | 8 |
| | | | | | | | | | | | | 9 |
| | | | | | | | | | | | | 10 |
| | | | | | | | | | | | | 11 |
| | | | | | | | | | | | | 12 |
| | | | | | | | | | | | | 13 |
| | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | 15 |
| | | | | | | | | | | | | 16 |
| | | | | | | | | | | | | 17 |
| .40 | | | | | | | | | | | | 18 |
| .37 | | | | | | | | | | | | 19 |
| | | | | | | | | | | | | 20 |
| | | | | | | | | | | | | 21 |
| | | | | | | | | | | | | 22 |
| | | | | | | | | | | | | 23 |
| | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | 25 |
| | | | | | | | | | | | | 26 |
| | | | | | | | | | | | | 27 |
| | | | | | | | | | | | | 28 |
| | | | | | | | | | | | | 29 |
| | | | | | | | | | | | | 30 |
| .38 | .385 | | | | | | | | .39 | | | 31 |
| .34 | .345 | | | | | | | | .38 | | | 32 |
| .26 | .325 | | | | | | | | .36 | | | 33 |
| | | | | | | | | | .335 | | | 34 |
| | | | | | | | | | .32 | | | 35 |
| | | | | | | | | | .25 | | | 36 |
| .0381 | | | f. 04¾ | h. 0399 | j 4.40 | 3.90 | .0325 | .0495 | | .0448 | .0305 | 37 |
| .0346 | | | g. 04¾ | | k 4.60 | | | | | | | 38 |
| .09¾ | | d. 625 | .096 | i .065 | | | .0640 | .107 | | | | 39 |
| | | e. 095 | | | | | | | | | | 40 |

h Best soap, 1-pound bars.
i "Western Star," 6-ounce cakes.
j Delivered at Phœnix School, Arizona, in boxes.
k Delivered at Pima School, Arizona, in cases.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

GROCERIES—Continued.

| Number. | CLASS No. 8. GROCERIES—continued. | Quantity awarded. | Albert H. Ehrman. | George P. Lauinger. | Jacob Levi, jr. | John Rothschild & Co. | Fred B. Dallam. |
|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | |
| 41 | Soda, standard quality, in ½ and 1 pound tin cans; packed in strong boxes of not more than 100 pounds each ..... lbs.. | **975** | .065 | .07¼ | [b]**.065** | ..... | .... |
| 42 | | | | .06¾ | [c]**.0599** | | |
| 43 | Soda, washing, packed in double sacks, boxes, or barrels ..... lbs.. | **10,925** | ..... | .0125 | **.0111** | ..... | .... |
| 44 | Starch, laundry, in boxes not exceeding 40 pounds each ..... lbs.. | **5,510** | ..... | ..... | **.0484** | ..... | .... |
| 45 | Tomatoes, 3-lb. cans ..... doz.. | **1,724** | ..... | ..... | 1.10 | ..... | .... |
| 46 | | | | | | | |
| 47 | Vinegar, in kegs ..... galls.. | **665** | ..... | ..... | .12 | ..... | .... |
| 48 | | | | | .49 | | |
| 49 | | | | | **.15¼** | | |

[b] One half pd. [c] One pd.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GROCERIES—Continued.

| James A. Snook. | J. M. Long. | James McCullough. | Swift & Co. | Los Angeles Soap Co. | Patrick T. Hurley. | Pacific Vinegar and Pickle Works. | Gustav Wormser. | Henry Morgenthau. | Charles R. Petersen. | The Manhattan Supply Co. | Joseph Morris. | Edward F. Baxter. | Samuel Foster. | Hugh M. Johns. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Delivered in San Francisco, Cal. | | | | | Schools. | San Francisco, Cal. | | | | | | | | | |
| | | | | | | | | | | | | | | | 41 |
| | | | | | | | | | | | | | | | 42 |
| | | | | | | | | | | | | | | | 43 |
| | | | | | | | | | | | | | | | 44 |
| .885 | | | | | | | 1.25 | | | | | | .84 | *l*.9374 | 45 |
| | | | | | | | | | | | | | | *m*1.1374 | 46 |
| | | | | | | .20 | | | | | .30 | | | | 47 |
| | | | | | | | | | | | .23 | | | | 48 |
| | | | | | | | | | | | | | | | 49 |

*l* September delivery. *m* Spot delivery.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

CROCKERY AND LAMPS.

| Number. | CLASS No. 9. CROCKERY AND LAMPS. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, Jr. |
|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | |
| | Bowls: | | | |
| 1 | Pint, white enamel ware ....doz.. | 91 | .78 | ..... |
| 2 | | | | |
| 3 | | | | |
| 4 | Quart, white enamel ware ....do... | 61 | 1.19 | ..... |
| 5 | | | | |
| | Burners, lamp: | | | |
| 6 | Heavy, No. 1 ....do... | 22 | .35 | .42 |
| 7 | Heavy, No. 2 ....do... | 31 | .48 | .60 |
| 8 | For Rochester Mammoth....No.. | 239 | ..... | ..... |
| 9 | Chambers, with covers, ironstone or white enamel ware....do... | 71 | .50 | .50 |
| 10 | | | | |
| | Crocks: | | | |
| 11 | 1-gallon, with covers....do... | 94 | ..... | ..... |
| 12 | 2-gallon, with covers....do... | 160 | ..... | ..... |
| 13 | 3-gallon, with covers....do... | 134 | ..... | ..... |
| 14 | Cruets, vinegar....doz.. | 14 | ..... | ..... |
| | Cups: | | | |
| 15 | Coffee, white enamel ware....do... | 122 | .96 | ..... |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | Tea, white enamel ware ....do... | 51 | .90 | ..... |
| 20 | | | | |
| 21 | | | | |
| | Dishes: | | | |
| 22 | Meat, 14-inch, white enamel ware....No.. | 137 | .31 | ..... |
| 23 | | | | |
| 24 | Meat, 16-inch white enamel ware....do... | 91 | .40 | ..... |
| 25 | | | | |
| 26 | Vegetable, without covers, white enamel ware....do... | 273 | .19 | ..... |
| 27 | | | | |
| 28 | | | | |
| | Globes: | | | |
| 29 | Lantern, tubular, safety....doz.. | 27 | .45 | ..... |
| 30 | For tubular street lamps ....No... | 147 | .33 | ..... |
| | Lamp shades: | | | |
| 31 | Metal, for Mammoth Rochester lamp....do... | 12 | ..... | ..... |
| 32 | Paper, with wire rims....doz.. | 4 | ..... | ..... |
| 33 | Porcelain, for students' lamps....No.. | 56 | ..... | ..... |
| | Lamps, heavy, glass or metal fount: | | | |
| 34 | Heavy, metal bracket, with burner, chimney, and reflector, complete....No.. | 186 | ..... | ..... |
| 35 | Table, not over 12 inches high, metal base, with burner and chimney complete....No.. | 105 | ..... | ..... |
| | Lamps: | | | |
| 36 | Students', one-burner, with burner, shade, and chimney, complete, number .... | 57 | ..... | ..... |
| 37 | Rochester (Mammoth), hanging, with burner and chimney, complete....No.. | 65 | ..... | ..... |
| 38 | Street, tubular, globe, with burners, complete ....do... | 51 | 3.35 | ..... |
| | Lamp chimneys, sun-burner: | | | |
| 39 | No. 1, extra heavy ....doz.. | 31 | ..... | ..... |
| 40 | | | | |
| 41 | | | | |
| 42 | No. 2, extra heavy ....do... | 150 | ..... | ..... |
| 43 | | | | |
| 44 | | | | |

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**at which contracts have been awarded.]**

CROCKERY AND LAMPS.

| Maurice Block. | Benjamin F. Sternheim. | Henry M. Holbrook. | Harry Unna. | Henry Seller. | John Roy Hiller. | Manhattan Supply Co. | Fred B. Dallam. | Andrew Carrigan. | Andrew B. C. Dohrman. | George Bauer. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| ..... | ..... | 1.60 | 1.15 | 1.75 | ..... | 1.67 | ..... | ..... | 1.56 | ..... | ..... | 1 |
| | | | 1.44 | 2.00 | | | | | | | | 2 |
| | | | **1.62** | | | | | | | | | 3 |
| ..... | ..... | 2.10 | 1.44 | 2.25 | ..... | 2.17 | ..... | 2.10 | 2.03 | ..... | ..... | 4 |
| | | | 1.89 | 2.60 | | **2.29** | | | | | | 5 |
| .47 | .44 | ..... | .40 | ..... | .40 | ..... | .39 | ..... | **.43** | ..... | ..... | 6 |
| .64 | .59 | ..... | .55 | ..... | .50 | ..... | .54 | ..... | **.58** | ..... | ..... | 7 |
| **.83** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 8 |
| .54 | .51 | .74 | .41 | ..... | ..... | .71 | ..... | .56 | .68 | ..... | ..... | 9 |
| | | | **.45** | | | .77 | | | .50 | | | 10 |
| .20 | .19 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **.15** | ..... | ..... | 11 |
| .40 | .39 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **.30** | ..... | ..... | 12 |
| .60 | .59 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **.45** | ..... | ..... | 13 |
| 1.60 | 1.34 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **1.35** | ..... | ..... | 14 |
| ..... | ..... | 1.60 | 1 23 | 1.75 | ..... | 1.70 | ..... | ..... | 1.30 | ..... | ..... | 15 |
| | | | 1.44 | 2.00 | | | | | | | | 16 |
| | | | 1.62 | 1.75 | | | | | | | | 17 |
| | | | | 2.00 | | | | | | | | 18 |
| ..... | ..... | 1.25 | 1.10 | 1.50 | ..... | 1.44 | ..... | ..... | 1.14 | ..... | ..... | 19 |
| | | | 1.26 | 1.65 | | | | | | | | 20 |
| | | | 1.35 | 1.85 | | | | | | | | 21 |
| ..... | ..... | .50 | .48 | .55 | ..... | .49 | ..... | ..... | .49 | ..... | ..... | 22 |
| | | | | .55 | | | | | | | | 23 |
| ..... | ..... | .60 | .54 | .65 | ..... | .57 | ..... | ..... | .59 | ..... | ..... | 24 |
| | | | | .65 | | | | | | | | 25 |
| ..... | ..... | .80 | .61 | ..... | ..... | .38 | ..... | ..... | .36 | ..... | ..... | 26 |
| | | .95 | | | | | | | | | | 27 |
| | | 1.10 | | | | | | | | | | 28 |
| .60 | .63 | .58 | .55 | ..... | .54 | ..... | .55 | .70 | .58 | ..... | .54 | 29 |
| .38 | ..... | ..... | ..... | ..... | .39 | ..... | ..... | ..... | ..... | ..... | **.32** | 30 |
| .24 | ..... | ..... | ..... | ..... | .20 | ..... | ..... | ..... | **.175** | ..... | ..... | 31 |
| .40 | ..... | ..... | .40 | ..... | ..... | ..... | ..... | ..... | **.40** | ..... | ..... | 32 |
| .14 | .14 | ..... | ..... | ..... | .15 | ..... | ..... | ..... | **.21** | ..... | ..... | 33 |
| .48 | .52 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **.44** | ..... | ..... | 34 |
| .41 | .59 | ..... | ..... | ..... | .60 | ..... | ..... | ..... | **.43** | ..... | ..... | 35 |
| 2.70 | 2.65 | ..... | ..... | ..... | 2.70 | ..... | ..... | ..... | **2.43** | ..... | ..... | 36 |
| **2.63** | 2.58 | 3.25 | ..... | ..... | 2.50 | ..... | 2.90 | ..... | 2.52 | ..... | ..... | 37 |
| 3.60 | ..... | ..... | ..... | ..... | 3.00 | ..... | ..... | ..... | ..... | **3.00** | 3.50 | 38 |
| .65 | .65 | ..... | .71 | ..... | .65 | ..... | **.99** | ..... | .38 | ..... | ..... | 39 |
| .75 | | | | | | | | | .48 | | | 40 |
| | | | | | | | | | .63 | | | 41 |
| .90 | .85 | ..... | .90 | ..... | .80 | ..... | **1.26** | ..... | .55 | ..... | ..... | 42 |
| 1.00 | | | | | | | | | .70 | | | 43 |
| | | | | | | | | | .87 | | | 44 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

CROCKERY AND LAMPS—Continued.

| Number. | CLASS No. 9. CROCKERY AND LAMPS—continued. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, jr. | Maurice Block. | Benjamin F. Sternheim. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| | Lamp chimneys: | | | | | |
| 1 | For students' lamps.....doz.. | **72** | ..... | ..... | .41 | .44 |
| 2 | | | | | | |
| 3 | For Rochester lamps (mammoth).....do... | **102** | ..... | ..... | 1.80 | ..... |
| 4 | | | | | 2.15 | |
| | Lamp wicks: | | | | | |
| 5 | No. 0, boiled.....do... | **21** | .015 | .02 | .02 | .025 |
| 6 | No. 1, boiled.....do... | **37** | .01⅝ | .025 | .025 | .025 |
| 7 | No. 2, boiled.....do... | **170** | .02¼ | .03 | .035 | .035 |
| 8 | For students' lamps, boiled.....do... | **53** | ..... | ..... | .11 | .11 |
| 9 | For tubular street lamps, boiled.....do... | **40** | .045 | ..... | .06 | .06 |
| 10 | For Rochester lamps (mammoth).....do... | **29** | .46 | ..... | .54 | .59 |
| 11 | Lanterns, tubular, safety.....No.. | **141** | .38 | .40 | .40 | .41 |
| 12 | | | .60 | | | |
| 13 | Pepper sprinklers, glass.....doz.. | **45** | ..... | ..... | **.40** | ..... |
| 14 | | | | | | |
| 15 | | | | | | |
| | Pitchers: | | | | | |
| 16 | Pint, white enamel ware.....No.. | **170** | .20 | ..... | ..... | ..... |
| 17 | Quart, white enamel ware.....do... | **144** | .32 | ..... | ..... | ..... |
| 18 | | | | | | |
| 19 | Sirup, glass, pint, metal top.....doz.. | **30** | ..... | ..... | 1.75 | 2.90 |
| 20 | | | | | 1.95 | |
| 21 | Water, 2-quart, white enamel ware.....No.. | **148** | .40 | ..... | ..... | ..... |
| 22 | | | | | | |
| 23 | Water, 3-quart, white enamel ware.....do... | **254** | .45 | ..... | ..... | ..... |
| 24 | Washbowl, white enamel ware.....do... | **138** | .90 | ..... | ..... | ..... |
| 25 | | | | | | |
| | Plates: | | | | | |
| 26 | Breakfast, white enamel ware.....doz.. | **81** | .92 | ..... | ..... | ..... |
| 27 | | | | | | |
| 28 | Dinner, white enamel ware.....do... | **120** | 1.15 | ..... | ..... | ..... |
| 29 | | | | | | |
| 30 | | | | | | |
| 31 | Sauce, white enamel ware.....do... | **139** | ..... | ..... | ..... | ..... |
| 32 | | | | | | |
| 33 | | | | | | |
| 34 | Soup, white enamel ware.....do... | **51** | .98 | ..... | ..... | ..... |
| 35 | | | | | | |
| 36 | | | | | | |
| 37 | Reflectors, for bracket lamps, 7-inch.....No.. | **22** | ..... | ..... | .16 | .24 |
| 38 | Salt sprinklers, glass.....doz.. | **60** | ..... | ..... | **.40** | ..... |
| 39 | | | | | | |
| 40 | | | | | | |
| | Saucers: | | | | | |
| 41 | Coffee, white enamel ware.....do... | **84** | **.79** | ..... | ..... | ..... |
| 42 | | | | | | |
| 43 | | | | | | |
| 44 | Tea, white enamel ware.....do... | **76** | **.67** | ..... | ..... | ..... |
| 45 | | | | | | |
| 46 | | | | | | |
| 47 | Tumblers.....do... | **284** | ..... | ..... | .31 | **.31** |
| 48 | Washbowls, white enamel ware.....No.. | **131** | **.25** | ..... | ..... | ..... |
| 49 | | | .40 | | | |
| 50 | | | | | | |
| 51 | | | | | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

CROCKERY AND LAMPS—Continued.

| Harry Unna. | John Roy Hiller. | Fred B. Dallam. | Alexander Hamilton. | Andrew B. C. Dohrman. | Henry M. Holbrook. | Andrew Carrigan. | Henry Seller. | Manhattan Supply Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | |
| ..... | .85 | ..... | ..... | .38 | ..... | ..... | ..... | ..... | 1 |
| | .85 | | | **.67** | | | | | 2 |
| 1.63 | 1.35 | **1.64** | ..... | 1.75 | ..... | ..... | ..... | ..... | 3 |
| | | | | | | | | | 4 |
| **.01½** | .03 | .01¾ | .02 | .02 | ..... | ..... | ..... | ..... | 5 |
| **.02** | .03 | .02¼ | .03 | .02½ | ..... | ..... | ..... | ..... | 6 |
| **.03** | .04 | .03¼ | .035 | .03½ | ..... | ..... | ..... | ..... | 7 |
| ..... | ..... | ..... | ..... | **.09½** | ..... | ..... | ..... | ..... | 8 |
| **.055** | .07 | ..... | ..... | .06 | ..... | ..... | ..... | ..... | 9 |
| **.49** | .75 | .54 | ..... | .54 | ..... | ..... | ..... | ..... | 10 |
| .40 | .45 | **.395** | .39 | .40 | 5.25 | .40 | ..... | ..... | 11 |
| | | | | | | | | | 12 |
| .40 | ..... | ..... | ..... | .40 | ..... | ..... | ..... | ..... | 13 |
| .40 | | | | | | | | | 14 |
| .40 | | | | | | | | | 15 |
| **.39** | ..... | ..... | ..... | .42 | .44 | .43 | .47 | .41 | 16 |
| **.45** | ..... | ..... | ..... | .49 | .50 | .50 | .55 | .48 | 17 |
| [b]**.54** | | | | | | | | | 18 |
| ..... | ..... | ..... | ..... | 1.75 | ..... | ..... | ..... | ..... | 19 |
| | | | | **2.70** | | | | | 20 |
| [a].57 | ..... | ..... | ..... | .61 | .60 | .63 | .61 | .57 | 21 |
| | | | | | | | .68 | | 22 |
| **.63** | ..... | ..... | ..... | .78 | .70 | ..... | .76 | .73 | 23 |
| .58 | ..... | ..... | ..... | .88 | 1.00 | ..... | ..... | **1.40** | 24 |
| 1.08 | | | | | | | | | 25 |
| 1.10 | ..... | ..... | ..... | 2.54 | 2.65 | 2.20 | 1.75 | **2.04** | 26 |
| 1.62 | | | | | | | 2.00 | | 27 |
| 1.21 | ..... | ..... | ..... | 2.92 | 2.40 | 2.60 | 2.40 | 2.49 | 28 |
| 1.98 | | | | | | | 2.80 | | 29 |
| **2.34** | | | | | | | 3.25 | | 30 |
| ..... | ..... | ..... | ..... | ..... | 2.20 | ..... | 1.10 | **1.47** | 31 |
| | | | | | | | 1.10 | | 32 |
| | | | | | | | 1.50 | | 33 |
| 1.21 | ..... | ..... | ..... | 2.90 | 2.75 | ..... | 2.95 | **2.34** | 34 |
| 2.16 | | | | | 3.00 | | 3.25 | | 35 |
| 2.43 | | | | | | | 3.70 | | 36 |
| ..... | ..... | ..... | ..... | **.145** | ..... | ..... | ..... | ..... | 37 |
| .40 | ..... | ..... | ..... | .40 | ..... | ..... | ..... | ..... | 38 |
| .40 | | | | | | | | | 39 |
| .40 | | | | | | | | | 40 |
| .89 | ..... | ..... | ..... | ..... | 1.40 | ..... | 1.50 | 1.34 | 41 |
| 1.17 | | | | | | | 1.75 | | 42 |
| 1.26 | | | | | | | | | 43 |
| .75 | ..... | ..... | ..... | ..... | 1.30 | ..... | 1.50 | 1.27 | 44 |
| .99 | | | | | | | 1.65 | | 45 |
| 1.08 | | | | | | | | | 46 |
| ..... | ..... | ..... | ..... | .27 | ..... | ..... | ..... | ..... | 47 |
| .19 | ..... | ..... | ..... | .27 | .25 | .23 | .30 | 3.85 | 48 |
| .21 | | | | | | | .33 | 4.12 | 49 |
| | | | | | | | .40 | | 50 |
| | | | | | | | .47 | | 51 |

[a] Awarded at 54 cents, sample No. 2 of quart pitchers, line 18.
[b] Awarded for 2-quart pitchers, on line 21.



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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE.

| Number. | CLASS No. 10. FURNITURE AND WOODEN WARE. | Quantity awarded. | Joseph Sloss. | J. I. Holcomb Manufacturing Co. | Louis Feldmann, Jr. | Samuel T. Bernhard. | Ralph L. Lilienthal. | Louis E. Lake. |
|---|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | | |
| | **Baskets:** | | | | | | | |
| 1 | Clothes, large.....No.. | **335** | ..... | ..... | **.60** | ..... | ..... | .65 |
| 2 | | | | | .70 | | | |
| 3 | | | | | | | | |
| 4 | Measuring, ½-bushel .....do... | **6** | ..... | ..... | **.24** | ..... | ..... | ..... |
| 5 | Measuring, 1-bushel .....do... | **18** | ..... | ..... | .50 | ..... | ..... | .95 |
| 6 | | | | | **.70** | | | |
| | **Bedsteads, wrought-iron frame:** | | | | | | | |
| 7 | Double, with casters, 6 feet long inside, 4 feet wide, with woven-wire mattress.No.. | **106** | ..... | ..... | ..... | 6.00 | 6.00 | ..... |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| 10 | | | | | | | | |
| 11 | | | | | | | | |
| 12 | Single, with casters, 6 feet long inside, 3 feet wide, with woven-wire mattress.No.. | **299** | ..... | ..... | ..... | 5.60 | 5.75 | ..... |
| 13 | | | | | | | | |
| 14 | | | | | | | | |
| 15 | | | | | | | | |
| 16 | | | | | | | | |
| | **Bowls, wooden, chopping, round:** | | | | | | | |
| 17 | 15-inch, packed in cases .....do... | **31** | **.16** | ..... | .15 | ..... | ..... | ..... |
| 18 | 18-inch, packed in cases .....do... | **15** | .30 | ..... | .35 | ..... | ..... | ..... |
| 19 | | | | | | | | |
| | **Brooms:** | | | | | | | |
| 20 | To weigh not less than 27 pounds per dozen, in bundles of one dozen, matted in burlaps. Samples of one dozen required .....doz.. | **335** | 2.00 | ..... | 2.40 | ..... | ..... | 2.49 |
| 21 | | | | | | | | |
| 22 | Whisk.....do... | **70** | **.90** | ..... | .75 | ..... | ..... | 1.13 |
| | **Brushes:** | | | | | | | |
| 23 | Dust.....do... | **56** | 1.94 | **3.50** | 2.48 | ..... | ..... | 1.85 |
| 24 | | | | 4.50 | | | | |
| 25 | | | | 3.75 | | | | |
| 26 | | | | 5.65 | | | | |
| 27 | | | | 7.45 | | | | |
| 28 | Scrub, 6-row, 10-inch.....do... | **73** | 1.40 | 1.85 | 1.40 | ..... | ..... | 1.23 |
| 29 | | | | | | | | |
| 30 | | | | | | | | |
| 31 | | | | | | | | |
| 32 | | | | | | | | |
| 33 | Shoe, dauber.....do... | **70** | 1.18 | ..... | ..... | ..... | ..... | .73 |
| 34 | | | | | | | | |
| 35 | Shoe, polishing .....do... | **78** | 2.65 | 2.50 | ..... | ..... | ..... | 2.19 |
| 36 | | | | | | | | |
| 37 | Stove, 5-row, 10-inch .....do... | **24** | 1.30 | **1.15** | .90 | ..... | ..... | ..... |
| 38 | | | | | | | | |
| 39 | Buckets, well, oak, extra strong .....No.. | **36** | **.33** | ..... | .37 | ..... | ..... | ..... |
| 40 | Bureaus, 3 drawers, burlaped and crated, not over two in each crate.....No.. | *c* 80 | ..... | ..... | ..... | ..... | ..... | ..... |
| | **Chairs:** | | | | | | | |
| 41 | Reed-seat, close-woven .....doz... | **44** | ..... | ..... | ..... | ..... | ..... | ..... |
| 42 | | | | | | | | |
| 43 | Wood, bow-back, 4 spindles to back ..do... | **62** | ..... | ..... | ..... | ..... | ..... | ..... |
| 44 | | | | | | | | |
| 45 | Wood, office, bow back and arms, revolving.....No.. | **25** | ..... | ..... | ..... | ..... | ..... | ..... |
| 46 | | | | | | | | |
| 47 | Clocks, 8-day, pendulum or spring lever..do... | **58** | ..... | ..... | ..... | ..... | ..... | ..... |
| 48 | | | | | | | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

FURNITURE AND WOODEN WARE.

| Henry M. Holbrook. | W. A. Schrock. | Harry Unna. | Fred B. Dallam. | Joseph Morris. | Alexander Hamilton. | Andrew B. C. Dohrman. | Charles F. Weber. | Charles M. Wiggin. | Oscar S. Levy. | Henry Seller. | John Hoey. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| ..... | ..... | a .56 | .60 | ..... | ..... | .60 | ..... | ..... | ..... | ..... | ..... | 1 |
| | | b .65 | | | | | | | | | | 2 |
| | | a .72 | | | | | | | | | | 3 |
| ..... | ..... | .24 | .29 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 4 |
| ..... | ..... | .675 | .52 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 5 |
| | | | | | | | | | | | | 6 |
| ..... | 5.50 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **7.50** | 7 |
| | 6.00 | | | | | | | | | | | 8 |
| | 6.50 | | | | | | | | | | | 9 |
| | 7.00 | | | | | | | | | | | 10 |
| | 7.50 | | | | | | | | | | | 11 |
| ..... | 5.50 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | **6.25** | 12 |
| | 6.00 | | | | | | | | | | | 13 |
| | 6.50 | | | | | | | | | | | 14 |
| | 7.00 | | | | | | | | | | | 15 |
| | 7.50 | | | | | | | | | | | 16 |
| .17 | ..... | .16 | .095 | ..... | .15 | .16 | ..... | ..... | ..... | ..... | ..... | 17 |
| .35 | ..... | **.27** | .16 | ..... | .25 | .30 | ..... | ..... | ..... | ..... | ..... | 18 |
| | | | | | | .50 | | | | | | 19 |
| ..... | ..... | 2.75 | 2.55 | **2.25** | ..... | ..... | ..... | ..... | ..... | 3.00 | ..... | 20 |
| | | | 2.45 | | | | | | | | | 21 |
| ..... | ..... | .79 | .79 | .85 | ..... | 1.50 | ..... | ..... | ..... | ..... | ..... | 22 |
| 3.10 | ..... | 1.95 | 2.58 | 3.40 | ..... | 4.12 | ..... | ..... | ..... | ..... | ..... | 23 |
| 3.75 | | 2.49 | | | | | | | | | | 24 |
| | | | | | | | | | | | | 25 |
| | | | | | | | | | | | | 26 |
| | | | | | | | | | | | | 27 |
| 1.35 | ..... | 1.50 | 1.51 | 2.35 | ..... | 1.30 | ..... | ..... | ..... | ..... | ..... | 28 |
| 1.00 | | | 1.44 | | | | | | | | | 29 |
| .90 | | | 1.25 | | | | | | | | | 30 |
| | | | **1.15** | | | | | | | | | 31 |
| | | | 1.10 | | | | | | | | | 32 |
| 1.20 | ..... | **.60** | .70 | ..... | ..... | .58 | ..... | ..... | ..... | ..... | ..... | 33 |
| | | .90 | .60 | | | | | | | | | 34 |
| 4.20 | ..... | **2.10** | 2.65 | ..... | ..... | 2.45 | ..... | ..... | ..... | ..... | ..... | 35 |
| | | 1.35 | | | | | | | | | | 36 |
| 1.35 | ..... | 1.00 | 1.20 | ..... | ..... | 1.31 | ..... | ..... | ..... | ..... | ..... | 37 |
| 1.45 | | 1.95 | | | | | | | | | | 38 |
| ..... | ..... | .38 | .37 | ..... | .36 | ..... | ..... | ..... | ..... | ..... | ..... | 39 |
| ..... | c 3.00 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 40 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 10.70 | ..... | ..... | ..... | ..... | 41 |
| | | | | | | | **9.40** | | | | | 42 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 7.22 | 8.75 | ..... | ..... | ..... | 43 |
| | | | | | | | **6.74** | | | | | 44 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | 3.94 | 3.85 | ..... | ..... | ..... | 45 |
| | | | | | | | **3.64** | | | | | 46 |
| ..... | ..... | 3.00 | ..... | ..... | ..... | ..... | ..... | 3.05 | **2.75** | ..... | ..... | 47 |
| | | 2.25 | | | | | | 3.43 | | | | 48 |

a 150 only b 200 only. c No award.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

| Number. | CLASS No. 10. FURNITURE AND WOODEN WARE—continued. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, jr. | Louis E. Lake. | Henry M. Holbrook. | Harry Unna. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| | Clotheslines: | | | | | | |
| 1 | Galvanized wire, in lengths of 100 feet, per 100 feet.....feet.. | **12,000** | **.15** | .175 | .19 | .20 | .17 |
| 2 | | | .20 | | | .30 | |
| 3 | Rope.....No.. | **21** | a.10 | .10 | ..... | ..... | .07 |
| 4 | Clothespins.....gross.. | **255** | .135 | .13 | ..... | ..... | .121 |
| 5 | Desks, office, medium size and quality, burlaped and crated.....No.. | **12** | ..... | ..... | ..... | ..... | ..... |
| 6 | | | | | | | |
| | Desks, school, with seats, single: | | | | | | |
| 7 | No. 1, for scholars 18 to 21 years old.....No.. | **202** | ..... | ..... | ..... | ..... | ..... |
| 8 | No. 2, for scholars 15 to 18 years old.....do... | **87** | ..... | ..... | ..... | ..... | ..... |
| 9 | No. 3, for scholars 13 to 15 years old.....do... | **66** | ..... | ..... | ..... | ..... | ..... |
| 10 | No. 4, for scholars 11 to 13 years old.....do... | **41** | ..... | ..... | ..... | ..... | ..... |
| 11 | No. 5, for scholars 8 to 11 years old.....do... | **20** | ..... | ..... | ..... | ..... | ..... |
| 12 | No. 6, for scholars 5 to 8 years old.....do... | **20** | ..... | ..... | ..... | ..... | ..... |
| | Desks, school, back seats for, single: | | | | | | |
| 13 | No. 1.....No.. | **16** | ..... | ..... | ..... | ..... | ..... |
| 14 | No. 2.....do... | **23** | ..... | ..... | ..... | ..... | ..... |
| 15 | No. 3.....do... | **8** | ..... | ..... | ..... | ..... | ..... |
| 16 | No. 4.....do... | **8** | ..... | ..... | ..... | ..... | ..... |
| 17 | No. 5.....do... | **6** | ..... | ..... | ..... | ..... | ..... |
| 18 | Desks, teacher's, medium size and quality, burlaped and crated.....No.. | **15** | ..... | ..... | ..... | ..... | ..... |
| 19 | | | | | | | |
| 20 | | | | | | | |
| | Handles: | | | | | | |
| 21 | Hammer, 16-inch.....doz.. | **35** | **.35** | ..... | ..... | ..... | ..... |
| 22 | Hatchet.....do... | **20** | **.32** | ..... | ..... | ..... | .37 |
| 23 | Sledge, "extra," 36-inch.....do... | **10** | **1.15** | ..... | ..... | ..... | 1.20 |
| | Machines, sewing: | | | | | | |
| 24 | "Family," with cover and accessories...No.. | **43** | 13.00 | ..... | ..... | ..... | 14.90 |
| 25 | | | | | | | 10.90 |
| 26 | Tailor's, with attachments.....do... | **4** | ..... | ..... | ..... | ..... | ..... |
| | Mattresses: | | | | | | |
| 27 | Double, 6 by 4 feet, excelsior, cotton top, not less than 45 lbs. each, wrapped in heavy paper, packed in burlaps, well sewed; not over 4 in each bundle.....No.. | **176** | ..... | ..... | ..... | ..... | ..... |
| 28 | | | | | | | |
| 29 | | | | | | | |
| 30 | Single, 6 by 3 feet, excelsior, cotton top, not less than 35 lbs. each, wrapped in heavy paper, packed in burlaps, well sewed; not over 4 in each bundle.....No.. | **412** | ..... | ..... | ..... | ..... | ..... |
| 31 | | | | | | | |
| 32 | | | | | | | |
| 33 | Measures, ¼-bushel, wood, iron-bound, or all iron, cased.....No.. | **3** | ..... | ..... | ..... | ..... | **1.00** |
| 34 | Mirrors, not less than 15 by 18 inches.....do... | **185** | ..... | ..... | ..... | ..... | 1.14 |
| 35 | | | | | | | 1.11 |
| 36 | | | | | | | 1.26 |
| 37 | | | | | | | |
| 38 | | | | | | | |
| 39 | | | | | | | |
| 40 | Mopsticks.....doz.. | **98** | **.69** | .74 | .79 | .95 | .74 |
| 41 | | | | | .83 | | |
| 42 | | | | | .89 | | |

a Per hank.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

FURNITURE AND WOODEN WARE—Continued.

| Fred B. Dallam. | George P. Lauinger. | Andrew Carrigan. | Charles F. Weber. | Charles M. Wiggin. | Alexander Hamilton. | Andrew B. C. Dohrman. | Richard H. Grey. | Oscar S. Levy. | John A. Clover. | W. A. Schrock. | Schussler Bros. | Henry S. Green. | Frederick F. Klopstock. | John Hoey. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | | | | |
| .175 | | .145 | | | .16 | | | | | | | | | | 1 |
| | | | | | | | | | | | | | | | 2 |
| .10 | | | | | .13 | .08 | | | | | | | | | 3 |
| **.12½** | .14 | | | | .15 | .14 | | | | | | | | | 4 |
| | | | 19.25 | | | | | | | | | | | | 5 |
| | | | **9.25** | | | | | | | | | | | | 6 |
| | | | 4.10 | **3.95** | | | | | | | | | | | 7 |
| | | | 4.05 | **3.90** | | | | | | | | | | | 8 |
| | | | 3.95 | **3.80** | | | | | | | | | | | 9 |
| | | | 3.90 | **3.75** | | | | | | | | | | | 10 |
| | | | 3.70 | **3.65** | | | | | | | | | | | 11 |
| | | | 3.60 | **3.65** | | | | | | | | | | | 12 |
| | | | 3.55 | **3.45** | | | | | | | | | | | 13 |
| | | | 3.50 | **3.40** | | | | | | | | | | | 14 |
| | | | 3.45 | **3.35** | | | | | | | | | | | 15 |
| | | | 3.40 | **3.30** | | | | | | | | | | | 16 |
| | | | 3.25 | **3.25** | | | | | | | | | | | 17 |
| | | | 9.35 | **8.75** | | | | | | | | | | | 18 |
| | | | | 10.75 | | | | | | | | | | | 19 |
| | | | | 11.75 | | | | | | | | | | | 20 |
| | | .38 | | | .35 | | .42 | | | | | | | | 21 |
| | | .35 | | | .33 | | .39 | | | | | | | | 22 |
| | | 1.24 | | | 1.18 | | 1.29 | | | | | | | | 23 |
| | | 12.00 | | | | | | 26.50 | **14.00** | | | | | | 24 |
| | | | | | | | | | | | | | | | 25 |
| | | 23.50 | | | | | | 30.25 | **20.00** | | | | | | 26 |
| | | | | | | | | | | 2.85 | | **3.00** | 3.85 | 3.50 | 27 |
| | | | | | | | | | | 2.75 | | | 3.55 | | 28 |
| | | | | | | | | | | | | | 3.26 | | 29 |
| | | | | | | | | | | 2.50 | | **2.75** | 3.26 | 3.25 | 30 |
| | | | | | | | | | | 2.40 | | | 2.90 | | 31 |
| | | | | | | | | | | | | | 2.70 | | 32 |
| 1.50 | | | | | | | | | | | | | | | 33 |
| | | | | | | | | 1.16 | | 1.50 | .88 | | | | 34 |
| | | | | | | | | | | | .625 | | | | 35 |
| | | | | | | | | | | | .32 | | | | 36 |
| | | | | | | | | | | | .44 | | | | 37 |
| | | | | | | | | | | | .65 | | | | 38 |
| | | | | | | | | | | | **1.16** | | | | 39 |
| .87 | | .85 | | | .73 | .82 | | | | | | | | | 40 |
| .75 | | | | | | | | | | | | | | | 41 |
| | | | | | | | | | | | | | | | 42 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

FURNITURE AND WOODEN WARE—Continued.

| Number. | CLASS NO. 10. FURNITURE AND WOODEN WARE—continued. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, jr. | Louis E. Lake. | Henry M. Holbrook. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| 1 | Pillows, 20 by 30 inches, 3 pounds each, curled hair or mixed filling, wrapped in heavy paper, packed in burlaps, well sewed; not over 20 in each bundle ....No.. | 357 | ..... | ..... | ..... | ..... |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | Rolling pins, 2½ by 13 inches, exclusive of handles....No.. | 31 | .08 | .065 | ..... | .09 |
| | Rope, manila: | | | | | |
| 7 | ⅜-inch ....lbs.. | 620 | .13¾ | .1475 | ..... | ..... |
| 8 | | | | | | |
| 9 | ½-inch....do... | 675 | .13¼ | .1445 | ..... | ..... |
| 10 | | | | | | |
| 11 | ⅝-inch....do... | 375 | .13¼ | .1445 | ..... | ..... |
| 12 | | | | | | |
| 13 | ¾-inch....do... | 1,300 | .13¼ | .1445 | ..... | ..... |
| 14 | | | | | | |
| 15 | 1-inch....do... | 1,150 | .13¼ | .1445 | ..... | ..... |
| 16 | | | | | | |
| 17 | 1½-inch....do... | 600 | .13¼ | .15 | ..... | ..... |
| 18 | | | | | | |
| 19 | Sash cord....do... | 280 | .195 | ..... | ..... | ..... |
| 20 | Stools, wood....doz.. | 87 | ..... | ..... | ..... | ..... |
| 21 | Washboards, double zinc, in bundles of 1 dozen, with 2 cleats, 2 by ⅞ inch, each side of bundle.....No.. | 360 | .23 | .185 | 1.97 | 2.50 |
| 22 | | | | .20 | | 2.20 |
| 23 | | | | | | 1.93 |
| 24 | Washstands, wood, papered and crated, not over 4 in one crate....No.. | [a] 69 | ..... | ..... | ..... | ..... |
| 25 | | | | | | |
| 26 | Washing machines, extra heavy, well crated (bids on light machines will not be considered).....No.. | 94 | 3.25 | ..... | ..... | ..... |
| 27 | | | | | | |
| 28 | Washtubs, three hoops, in nests of the three largest sizes....No.. | 26 | ..... | [b] 1.00 | ..... | ..... |
| 29 | | | | | | |
| | Wringers, clothes: | | | | | |
| 30 | No. 1, large....No.. | 83 | 2.55 | 1.25 | ..... | 1.80 |
| 31 | | | 2.00 | 1.90 | | |
| 32 | | | | 2.25 | | |
| 33 | | | | 2.50 | | |
| 34 | | | | 3.45 | | |
| 35 | No. 2, "Family" ....do... | 25 | 1.40 | .95 | ..... | .98 |
| 36 | | | 1.65 | 1.50 | | |
| 37 | | | 1.20 | 2.00 | | |
| 38 | | | | 2.25 | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

FURNITURE AND WOODEN WARE—Continued.

| W. A. Schrock. | Harry Unna. | The Manhattan Supply Co. | Henry S. Greene. | Samuel F. Weeks. | Frederick F. Klopstock. | Fred B. Dallam. | Andrew Carrigan. | Charles F. Weber. | Alexander Hamilton. | Andrew B. C. Dohrman. | Ralph L. Lilienthal. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| .90 | | | .50 | | .86 | | | | | | .65 | 1 |
| .60 | | | **.70** | | .80 | | | | | | | 2 |
| | | | .80 | | .75 | | | | | | | 3 |
| | | | 1.00 | | .68 | | | | | | | 4 |
| | | | | | .59 | | | | | | | 5 |
| | .07 | | | | | .07 | | | **.06¼** | | | 6 |
| | | .1547 | | .155 | | | | | **.13¼** | | | 7 |
| | | .15 | | | | | | | | | | 8 |
| | | .1497 | | .15 | | | | | **.12½** | | | 9 |
| | | .145 | | | | | | | | | | 10 |
| | | .1497 | | .15 | | | | | **.12½** | | | 11 |
| | | .145 | | | | | | | | | | 12 |
| | | .1497 | | .15 | | | | | **.12½** | | | 13 |
| | | .145 | | | | | | | | | | 14 |
| | | .1497 | | 15 | | | | | **.12½** | | | 15 |
| | | .145 | | | | | | | | | | 16 |
| | | .1497 | | .15 | | | | | **.12½** | | | 17 |
| | | .145 | | | | | | | | | | 18 |
| | .20 | | | | | | .22 | | **.195** | | | 19 |
| | | | | | | | | **5.14** | | | | 20 |
| | .165 | | | | | .25 | .28 | | .20 | .22 | | 21 |
| | **.19** | | | | | .26 | | | | | | 22 |
| | | | | | | | | | | | | 23 |
| 2.50 | | | | | | | | | | | | 24 |
| 2.50 | | | | | | | | | | | | 25 |
| | 3.07 | | | | | **7.50** | 3.00 | | | | | 26 |
| | 3.45 | | | | | 5.90 | | | | | | 27 |
| | .65 | | | | | [b]**1.00** | | | | | | 28 |
| | | | | | | .50 | | | | | | 29 |
| | 1.75 | | | | | 1.35 | | | 1.95 | **1.90** | | 30 |
| | 2.25 | | | | | 1.15 | | | 1.10 | 1.40 | | 31 |
| | | | | | | | | | | | | 32 |
| | | | | | | | | | | | | 33 |
| | | | | | | | | | | | | 34 |
| | 1.20 | | | | | 1.50 | 2.00 | | | | | 35 |
| | 1.05 | | | | | 1.00 | | | | | | 36 |
| | | | | | | | | | | | | 37 |
| | | | | | | | | | | | | 38 |

[a] No award

[b] One-half to each—L. Feldmann, jr., and Fred B. Dallam.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC. | Quantity awarded. | Albert Frank. | Joseph Sloss. | Samuel W. Burtchaell. | Clarence W. Purrington. | Louis Feldmann, Jr. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| | Awl hafts, patent: | | | | | | |
| 1 | Pegging ....doz.. | 8 | .75 | **.44** | ..... | 1.10 | ..... |
| 2 | | | 1.00 | | | | |
| 3 | Sewing ....do... | 5 | .70 | .43 | ..... | 1.75 | ..... |
| 4 | | | 1.35 | | | | |
| | Awls, patent: | | | | | | |
| 5 | Pegging, assorted ....do... | 24 | .08 | .025 | **.08** | .10 | ..... |
| 6 | Sewing, assorted ....do... | 18 | .17 | .045 | **.125** | .25 | ..... |
| | Awls: | | | | | | |
| 7 | Round, with handle ....do... | 4 4/12 | .45 | .35 | .40 | 1.00 | ..... |
| 8 | | | .45 | .50 | | | |
| 9 | | | .50 | | | | |
| 10 | Saddler's, assorted ....do... | 7 | .14 | .045 | ..... | ..... | ..... |
| | Bits, loose ring, snaffle, X. C., 2½ inch: | | | | | | |
| 11 | Jointed ....do... | 5 | ..... | ..... | ..... | ..... | ..... |
| 12 | Stiff ....do... | 2 | ..... | ..... | ..... | ..... | ..... |
| 13 | Blacking, shoe ....boxes.. | 3,600 | .02½ | .03½ | .04 | .03 | **.035** |
| 14 | | | | | | .035 | |
| 15 | Blankets, horse ....No.. | 46 | ..... | ..... | ..... | ..... | ..... |
| 16 | | | | | | | |
| 17 | Bridles, riding ....do... | 11 | ..... | ..... | ..... | ..... | ..... |
| 18 | | | | | | | |
| 19 | Bristles ....oz.. | 20 | .75 | ..... | .75 | 1.25 | ..... |
| 20 | | | .90 | | | | |
| 21 | | | **1.15** | | | | |
| 22 | Brooms, stable ....No.. | 108 | ..... | .31 | ..... | ..... | **.30** |
| 23 | | | | .40 | | | |
| 24 | Brushes, horse, leather backs ....do... | 40 | ..... | .38 | ..... | ..... | .35 |
| 25 | | | | .30 | | | .25 |
| 26 | | | | .18 | | | |
| 27 | Buckles, breast strap, snaps and buckles, malleable iron, X. C., 1¼-inch ....doz.. | 10 | ..... | ..... | ..... | ..... | ..... |
| | Buckles, bar rein, malleable iron, X. C.: | | | | | | |
| 28 | ½-inch ....gross.. | 3 4/12 | ..... | ..... | ..... | ..... | ..... |
| 29 | ¾-inch ....do... | 2 8/12 | ..... | ..... | ..... | ..... | ..... |
| 30 | ⅞-inch ....do... | 5 4/12 | ..... | ..... | ..... | ..... | ..... |
| 31 | 1-inch ....do... | 7 | ..... | ..... | ..... | ..... | ..... |
| | Buckles, harness, sensible, malleable iron, X. C.: | | | | | | |
| 32 | ½-inch ....gross.. | 1 4/12 | ..... | ..... | ..... | ..... | ..... |
| 33 | ¾-inch ....do... | 4/12 | ..... | ..... | ..... | ..... | ..... |
| 34 | ⅞-inch ....do... | 1 8/12 | ..... | ..... | ..... | ..... | ..... |
| 35 | 1-inch ....do... | 2 4/12 | ..... | ..... | ..... | ..... | ..... |
| 36 | 1¼-inch ....do... | 2 | ..... | ..... | ..... | ..... | ..... |
| 37 | Buckles, roller, girth, malleable iron, X. C., 1¼-inch ....gross.. | 8 | ..... | ..... | ..... | ..... | ..... |
| | Buckles, roller, harness, malleable iron, X. C.: | | | | | | |
| 38 | ½-inch ....gross.. | 5 | ..... | ..... | ..... | ..... | ..... |
| 39 | ¾-inch ....do... | 3 | ..... | ..... | ..... | ..... | ..... |
| 40 | ⅞-inch ....do... | 11 | ..... | ..... | ..... | ..... | ..... |
| 41 | 1-inch ....do... | 11 | ..... | ..... | ..... | ..... | ..... |
| 42 | 1¼-inch ....do... | 8 | ..... | ..... | ..... | ..... | ..... |
| 43 | 1½-inch ....do... | 2 | ..... | ..... | ..... | ..... | ..... |
| 44 | 1¾-inch ....do... | 1 | ..... | ..... | ..... | ..... | ..... |
| 45 | 2-inch ....do... | 1 | ..... | ..... | ..... | ..... | ..... |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.

| Edward H. Horton. | Thomas R. Hayes. | Harry Unna. | Frank M. Gilham. | William Davis. | Joseph Morris. | Fred B. Dallam. | Andrew Carrigan. | Alexander Hamilton. | J. I. Holcomb Manufacturing Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | |
| | | | | | | | | | | |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .45 | .45 | ..... | 1 |
| | | | | | | | | | | 2 |
| ..... | 1.70 | ..... | ..... | ..... | ..... | ..... | **.45** | .36 | ..... | 3 |
| | | | | | | | | | | 4 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .02 | .06 | ..... | 5 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | .05 | .06 | ..... | 6 |
| ..... | **3.00** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 7 |
| | | | | | | | | | | 8 |
| | | | | | | | | | | 9 |
| ..... | **.20** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 10 |
| .92 | **.90** | ..... | ..... | .95 | ..... | ..... | ..... | ..... | ..... | 11 |
| .92 | **.90** | ..... | ..... | .95 | ..... | ..... | ..... | ..... | ..... | 12 |
| ..... | ..... | .03½ | ..... | ..... | ..... | .0365 | ..... | ..... | ..... | 13 |
| | | .04 | | | | | | | | 14 |
| 1.31 | 3.05 | ..... | ..... | **1.22** | ..... | ..... | ..... | ..... | ..... | 15 |
| | 1.12 | | | 1.06 | | | | | | 16 |
| **1.30** | 1.80 | ..... | ..... | 1.10 | ..... | ..... | ..... | ..... | ..... | 17 |
| | 1.20 | | | | | | | | | 18 |
| ..... | .90 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 19 |
| | | | | | | | | | | 20 |
| | | | | | | | | | | 21 |
| ..... | ..... | .21 | ..... | ..... | .425 | .27 | ..... | .42 | .45 | 22 |
| | | | | | .38 | | | | | 23 |
| .25 | **.75** | .37 | ..... | .27 | ..... | .35 | ..... | ..... | ..... | 24 |
| | .39 | .52 | | .45 | | | | | | 25 |
| | | | | | | | | | | 26 |
| .92 | **.90** | ..... | .95 | .95 | ..... | ..... | ..... | ..... | ..... | 27 |
| 1.03 | **1.00** | ..... | 1.03 | 1.02 | ..... | ..... | ..... | ..... | ..... | 28 |
| 1.33 | **1.28** | ..... | 1.30 | 1.30 | ..... | ..... | ..... | ..... | ..... | 29 |
| 1.72 | **1.65** | ..... | 1.70 | 1.68 | ..... | ..... | ..... | ..... | ..... | 30 |
| 2.03 | **1.92** | ..... | 1.95 | 1.95 | ..... | ..... | ..... | ..... | ..... | 31 |
| .81 | **.78** | ..... | .82 | .82 | ..... | ..... | ..... | ..... | ..... | 32 |
| 1.02 | **1.00** | ..... | 1.05 | 1.05 | ..... | ..... | ..... | ..... | ..... | 33 |
| 1.42 | **1.35** | ..... | 1.45 | 1.38 | ..... | ..... | ..... | ..... | ..... | 34 |
| 1.75 | **1.72** | ..... | 1.75 | 1.75 | ..... | ..... | ..... | ..... | ..... | 35 |
| 2.91 | **2.80** | ..... | 2.90 | 2.83 | ..... | ..... | ..... | ..... | ..... | 36 |
| 3.83 | 3.65 | ..... | 3.75 | **3.75** | ..... | ..... | ..... | ..... | ..... | 37 |
| .78 | **.77** | ..... | .80 | .80 | ..... | ..... | ..... | ..... | ..... | 38 |
| .98 | **.96** | ..... | 1.00 | .99 | ..... | ..... | ..... | ..... | ..... | 39 |
| 1.11 | **1.09** | ..... | 1.20 | 1.10 | ..... | ..... | ..... | ..... | ..... | 40 |
| 1.26 | **1.23** | ..... | 1.25 | 1.25 | ..... | ..... | ..... | ..... | ..... | 41 |
| 1.88 | **1.80** | ..... | 1.85 | 1.86 | ..... | ..... | ..... | ..... | ..... | 42 |
| 2.32 | **2.24** | ..... | 2.25 | 2.25 | ..... | ..... | ..... | ..... | ..... | 43 |
| 2.90 | **2.72** | ..... | 2.75 | 2.90 | ..... | ..... | ..... | ..... | ..... | 44 |
| 3.41 | **3.30** | ..... | 3.35 | 3.35 | ..... | ..... | ..... | ..... | ..... | 45 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Albert Frank. | Joseph Sloss. | Samuel W. Burtchaell. | Clarence W. Purrington. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| | Buckles, trace: | | | | | |
| 1 | 1¼-inch, 3-loop, Champion, X. C.....doz. pairs.. | 4 | | | | |
| 2 | 1½-inch, 3-loop, Champion, X. C.....do... | 9 | | | | |
| 3 | 1¾-inch, 3-loop, Champion, X. C.....do... | 7 | | | | |
| 4 | 2-inch, 3-loop, Champion, X. C.....do... | 7 | | | | |
| | Burnishers: | | | | | |
| 5 | Heel, corrugated.....No.. | 2 | | | .49 | **.75** |
| 6 | Heel, plain.....do... | 3 | | | .35 | **.50** |
| 7 | Shank.....do... | 5 | | | **.50** | .75 |
| 8 | Cement, shoe, 2-oz.....doz... | 6 | **1.15** | | 1.23 | 1.50 |
| 9 | | | 1.35 | | | |
| 10 | Chains, halter, with snap, 4½ feet, No. 0.....No.. | [a] 35 | | | | |
| 11 | Channel cutters.....do... | 3 | | | .59 | .65 |
| 12 | Cinchas.....do... | 13 | | | | |
| 13 | Clamps, sewing, knee.....do... | 7 | | | **.48** | .65 |
| | Clips: | | | | | |
| 14 | Hame, japanned.....doz.. | 5 | | | | |
| 15 | Trace, polished, 4½-inch, malleable iron.....do... | 2 | | | | |
| | Cockeyes, screwed, japanned: | | | | | |
| 16 | 1¼-inch.....do... | 4 | | | | |
| 17 | 1½-inch.....do... | 10 | | **.24** | | |
| 18 | 1¾-inch.....do... | 8 | | **.30** | | |
| 19 | 2-inch.....do... | 8 | | **.36** | | |
| | Collars, horse: | | | | | |
| 20 | 17 to 19 inches, by half inch.....No.. | 368 | | | | |
| 21 | 19½ to 21 inches, by half inch.....do... | 118 | | | | |
| 22 | 21½ to 24 inches, by half inch.....do... | 12 | | | | |
| 23 | Collars, mule, 15 to 16½ inches, by half inch.....do... | 122 | | | | |
| 24 | Collices, sizes 4 to 12.....do... | 8 | | | **.29** | |
| 25 | Currycombs, tinned iron, 8 bars.....doz.. | 12 | | 1.30 | | |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | Cutter, peg, regular.....No.. | 1 | | | [a] .49 | [a] .65 |
| 29 | Dressing, shoe.....doz.. | 74 | .725 | | .74 | .90 |
| 30 | | | .75 | | | |
| 31 | Eylets, black, B, long.....M.. | 21 | **.175** | | .08 | .12 |
| 32 | Eyelet hooks, black.....do... | 13 | .70 | | **.67** | .80 |
| | Eyelet sets: | | | | | |
| 33 | Hand.....No.. | 3 | | | **.60** | .65 |
| 34 | Foot power.....do... | 1 | | | **4.50** | |
| 35 | Eyelet hook set, foot power.....do... | 1 | | | **4.50** | |
| 36 | Halters.....do... | 58 | | | | |
| 37 | | | | | | |
| 38 | Hair, gray goat.....lbs.. | 55 | | | | |

[a] No award.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

**at which contracts have been awarded.]**

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Samuel Bloom. | Louis Feldmann, jr. | Edward H. Horton. | Thomas R. Hayes. | Harry Unna. | Frank M. Gilham. | William Davis. | Fred B. Dallam. | George P. Lauinger. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | |
| | | | | | | | | | | |
| | | | 1.03 | | 1.10 | **1.05** | | | | 1 |
| | | 1.28 | 1.22 | | 1.30 | **1.25** | | | | 2 |
| | | 1.39 | 1.34 | | 1.40 | **1.35** | | | | 3 |
| | | 1.80 | 1.73 | | 1.80 | **1.75** | | | | 4 |
| | | | | | | | | | | 5 |
| | | | | | | | | | | 6 |
| | | | | | | | | | | 7 |
| | | | | | | | | | | 8 |
| | | | | | | | | | | 9 |
| | | | | | | | | | a .16 | 10 |
| | | | **1.15** | | | | | | | 11 |
| | | | .38 | | .70 | **.35** | | | | 12 |
| | | | | | | | | | | 13 |
| | | .57 | **.56** | | | .60 | | | | 14 |
| | | .30 | **.28** | | .85 | | | | | 15 |
| | | .33 | **.32** | | .35 | .35 | | | | 16 |
| | | .39 | .37 | | .40 | .40 | | | | 17 |
| | | .45 | .44 | | .50 | .45 | | | | 18 |
| | | .58 | .56 | | .60 | .60 | | | | 19 |
| | | 1.52 | **1.45** | | 3.00 | 1.45 | | | | 20 |
| | | 1.56 | **1.55** | | 3.30 | 1.55 | | | | 21 |
| | | 1.95 | **1.75** | | 5.00 | 1.75 | | | | 22 |
| | | 1.52 | **1.45** | | 2.50 | 1.45 | | | | 23 |
| | | | | | | | | | | 24 |
| | | | 1.20 | 1.27 | | | 1.35 | | .90 | 25 |
| | | | .99 | 1.20 | | | | | **1.15** | 26 |
| | | | | 1.15 | | | | | | 27 |
| | | | | | | | | | | 28 |
| | .70 | | | **.69** | | | .71 | .80 | | 29 |
| | | | | | | | | | | 30 |
| | | | | | | | | | | 31 |
| | | | | | | | | | | 32 |
| | | | | | | | | | | 33 |
| | | | | | | | | | | 34 |
| | | | | | | | | | | 35 |
| | | 1.06 | **1.05** | | 1.15 | 1.12 | | | | 36 |
| | | | .70 | | | | | | | 37 |
| a 1.00 | | | | | | | | | | 38 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Albert Frank. | Joseph Sloss. | Samuel W. Burtchaell. | Charles A. Schieren & Co. | Clarence W. Purrington. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| 1 | Hames, Concord, size 18 by 20 inches, wood, high top, clip, and breast ring.....pairs.. | **102** | ..... | ..... | ..... | ..... | ..... |
| | Harness, double, complete: | | | | | | |
| 2 | With breeching, Concord hames..sets.. | **80** | ..... | ..... | ..... | ..... | ..... |
| 3 | Without breeching, Concord hames, sets ..... | **105** | ..... | ..... | ..... | ..... | ..... |
| 4 | Harness, plow, double, with backband and collars, Concord hames.....sets.. | **197** | ..... | ..... | ..... | ..... | ..... |
| 5 | | | | | | | |
| 6 | Ink, burnishing (quarts).....doz.. | **5** | 2.25 | ..... | **1.60** | ..... | 3.00 |
| 7 | Jacks, low-arm, for lasting and pegging.....No.. | **7** | ..... | ..... | 3.00 | ..... | **3.50** |
| | Knives: | | | | | | |
| 8 | Cutting.....doz.. | a 2 | ..... | ..... | ..... | ..... | 1.50 |
| 9 | Gauge .....do... | **5-12** | ..... | **10.75** | ..... | ..... | ..... |
| 10 | Head, large size .....do... | **3-12** | ..... | ..... | ..... | ..... | ..... |
| 11 | Round, large size.....do... | **2-12** | ..... | ..... | ..... | ..... | 3.00 |
| 12 | Shoe, square point, No. 3.....do... | **12** | .98 | .75 | **.75** | ..... | 1.50 |
| 13 | | | .98 | | | | |
| 14 | Skiving, regular.....do... | **3** | 1.70 | ..... | **2.00** | ..... | 3.00 |
| 15 | Straight, shoemaker's..... .....do... | **4** | 1.00 | ..... | **.75** | ..... | 1.50 |
| | Laces, shoe: | | | | | | |
| 16 | Leather, 36-inch .....gross.. | **87** | 2.50 | ..... | 1.75 | 2.16 | 2.10 |
| 17 | | | 2.25 | | | | 1.75 |
| 18 | | | 2.00 | | | | |
| 19 | | | 1.75 | | | | |
| 20 | | | 1.65 | | | | |
| 21 | Tubular, 36-inch, black, extra heavy, gross ..... | **319** | .75 | ..... | .405 | ..... | .80 |
| 22 | | | .60 | | **.505** | | .65 |
| 23 | | | .65 | | | | |
| 24 | Lamps, kit .....No.. | **5** | .49 | ..... | .40 | ..... | **.60** |
| 25 | Last hooks .....do... | **4** | **.18** | ..... | .24 | ..... | .25 |
| 26 | Lasters, shank, crab.....do... | **3** | ..... | ..... | .65 | ..... | **.60** |
| | Lasts: | | | | | | |
| 27 | Boys', iron bottom, assorted, 1 to 5, pairs ..... | **17** | ..... | ..... | **.90** | ..... | ..... |
| 28 | Men's, iron bottom, assorted, 6 to 10, pairs ..... | **19** | ..... | ..... | **.90** | ..... | ..... |
| 29 | Misses', iron bottom, assorted, 13 to 2, pairs ..... | **15** | ..... | ..... | **.90** | ..... | ..... |
| 30 | Women's, iron bottom, assorted, 3 to 8, pairs ..... | **19** | ..... | ..... | **.90** | ..... | ..... |
| 31 | Lap, iron, 3 sizes .....No.. | **9** | .325 | ..... | **.49** | ..... | .50 |
| | Leather: | | | | | | |
| 32 | Dongola, kid.....lbs.. | **60** | 1.95 | ..... | **1.95** | ..... | ..... |
| 33 | | | .80 | | 2.23 | | |
| 34 | Calfskin .....do... | **1,099** | .89 | ..... | .61 | ..... | .55 |
| 35 | | | .68 | | .54½ | | .60 |
| 36 | | | | | | | |
| 37 | Harness (15 to 22 lbs. per side).....do... | **5,420** | .31 | ..... | ..... | .35 | .35 |
| 38 | | | | | | | .33 |
| 39 | | | | | | | |

a Added to Knives, shoemakers', straight.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Michigan Leather Co. | Edward H. Horton. | Thomas R. Hayes. | Harry Unna. | Frank M. Gilham. | William Davis. | Jacob George Liebold. | Andrew Carrigan. | Alexander Hamilton. | Samuel Bloom. | Morris Windt. | Alexander J. Cook. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| ..... | .96 | **.95** | ..... | 1.00 | .97 | ..... | ..... | ..... | ..... | ..... | ..... | 1 |
| ..... | **32.35** | 32.53 | ..... | 33.90 | 32.13 | 32.00 | ..... | ..... | ..... | ..... | ..... | 2 |
| ..... | **25.70** | 25.84 | ..... | 27.90 | 26.13 | 26.00 | ..... | ..... | ..... | ..... | ..... | 3 |
| ..... | 14.80 | 14.07 | ..... | 14.95 | 14.09 | **14.90** | ..... | ..... | ..... | ..... | ..... | 4 |
| ..... | 14.90 | ..... | ..... | ..... | 14.59 | ..... | ..... | ..... | ..... | ..... | ..... | 5 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 6 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 7 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 8 |
| ..... | ..... | 14.56 | ..... | 15.00 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 9 |
| ..... | ..... | **9.60** | ..... | 10.50 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 10 |
| ..... | ..... | **21.00** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 11 |
| ..... | ..... | 4.25 | ..... | ..... | ..... | ..... | .73 | .98 | ..... | ..... | ..... | 12 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 13 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 14 |
| ..... | ..... | 1.80 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 15 |
| **1.75** | ..... | ..... | 1.49 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 16 |
| | | | 1.95 | | | | | | | | | 17 |
| | | | 2.25 | | | | | | | | | 18 |
| | | | 2.50 | | | | | | | | | 19 |
| | | | | | | | | | | | | 20 |
| .55 | ..... | ..... | .50 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 21 |
| | | | .59 | | | | | | | | | 22 |
| | | | | | | | | | | | | 23 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 24 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 25 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 26 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 27 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 28 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 29 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 30 |
| ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 31 |
| .85 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 3.75 | ..... | ..... | 32 |
| | | | | | | | | | | | | 33 |
| .60 | ..... | **.67** | ..... | ..... | ..... | ..... | ..... | ..... | .55 | ..... | ..... | 34 |
| | | | | | | | | | .60 | | | 35 |
| | | | | | | | | | .675 | | | 36 |
| .33 | ..... | .32 | ..... | ..... | ..... | ..... | ..... | ..... | .33 | **.31** | .33½ | 37 |
| .33 | | .295 | | | | | | | 31 | .29 | .3150 | 38 |
| .32 | | | | | | | | | .2860 | .28 | | 39 |

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*Abstracts of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Albert Frank. | Joseph Sloss. | Cornelius H. Chase. | Charles A. Schieren & Co. | Samuel W. Burtchaell. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| | Leather: | | | | | | |
| 1 | Kip (about 5-pound sides) ..... lbs.. | 1,105 | ..... | ..... | ..... | ..... | b. 16¼ |
| 2 | | | | | | | c. 39 |
| 3 | Lace, per lb ..... sides.. | 69 | .46 | a. 22 | .51 | .45 | ..... |
| 4 | | | | | | | |
| 5 | Sole, hemlock ..... lbs.. | 1,325 | ..... | ..... | ..... | ..... | ..... |
| 6 | | | | | | | |
| 7 | Sole, oak ..... do... | 4,483 | .28 | ..... | ..... | .34 | ..... |
| 8 | | | .26 | | | | |
| 9 | | | | | | | |
| 10 | Lining, shoe ..... yds.. | 140 | ..... | ..... | ..... | ..... | .08 |
| 11 | Needles, harness, assorted, 4, 5, and 8... doz.. | 147 | ..... | .04 | ..... | ..... | .06 |
| 12 | Nails, saddle ..... lbs.. | *3 | ..... | ..... | ..... | ..... | ..... |
| | Nails, iron, Swede: | | | | | | |
| 13 | ⅜—14 ..... do... | 87 | .05 | .04½ | ..... | ..... | .055 |
| 14 | ⅜—16 ..... do... | 135 | ..... | .07 | ..... | ..... | .075 |
| 15 | ⅜—16 ..... do... | 125 | ..... | .07 | ..... | ..... | .075 |
| 16 | ⅜—14 ..... do... | 42 | .05 | ..... | ..... | ..... | .055 |
| 17 | Ornaments, nickel, 1-inch ..... gross.. | 4 | ..... | ..... | ..... | ..... | ..... |
| 18 | Pad screws, X. C ..... do... | 1 4/12 | ..... | ..... | ..... | ..... | ..... |
| 19 | Paste, Austrian ..... lbs.. | 8 | .25 | ..... | ..... | ..... | ..... |
| | Pegs, shoe: | | | | | | |
| 20 | 3—14 ..... gals... | 2 | .18 | ..... | ..... | ..... | .35 |
| 21 | 4—12 ..... do... | 3 | .18 | ..... | ..... | ..... | .35 |
| 22 | 5—12 ..... do... | 3 | .18 | ..... | ..... | ..... | .35 |
| 23 | 6—11 ..... do... | 3 | .18 | ..... | ..... | ..... | .35 |
| 24 | 7—10 ..... do... | 3 | .18 | ..... | ..... | ..... | .35 |
| 25 | Pincers, lasting, steel, No. 4 ..... No.. | 10 | ..... | ..... | ..... | ..... | .70 |
| 26 | Planes, edge, sizes 4 to 12 ..... do... | 2 | ..... | ..... | ..... | ..... | 1.60 |
| | Punches: | | | | | | |
| 27 | Hand, oval, Nos. 1 to 14 ..... do... | *5 | ..... | ..... | ..... | ..... | ..... |
| 28 | Spring, harness, 6, 7, and 8 tube .... do... | 19 | ..... | .70 | ..... | ..... | ..... |
| | Rasps: | | | | | | |
| 29 | Peg (or peg break) ..... do... | e 1 | ..... | ..... | ..... | ..... | e. 45 |
| 30 | Shoe, 8-inch regular ..... do... | 14 | .20 | .16 | ..... | ..... | .22 |
| 31 | Shoe, 10-inch regular ..... do... | 5 | .30 | .21 | ..... | ..... | .29 |
| 32 | Rivets, hame, Norway, malleable, ⅜-inch . lbs.. | 19 | ..... | ..... | ..... | ..... | ..... |
| 33 | Rings, halter ..... doz.. | 52 | ..... | ..... | ..... | ..... | ..... |
| | Rings, harness, malleable iron, X. C.: | | | | | | |
| 34 | ¾-inch ..... do... | 18 | ..... | .035 | ..... | ..... | ..... |
| 35 | ⅞-inch ..... do... | 22 | ..... | .04 | ..... | ..... | ..... |
| 36 | 1-inch ..... do... | 18 | ..... | .05 | ..... | ..... | ..... |
| 37 | 1¼-inch ..... do... | 6 | ..... | .07 | ..... | ..... | ..... |
| 38 | 1½-inch ..... do... | 27 | ..... | .08 | ..... | ..... | ..... |
| 39 | 1¾-inch ..... do... | 76 | ..... | .09 | ..... | ..... | ..... |
| | Rosettes, nickel plate: | | | | | | |
| 40 | 1¼-inch ..... do... | 12 | ..... | ..... | ..... | ..... | ..... |
| 41 | 2-inch ..... do... | 6 | ..... | ..... | ..... | ..... | ..... |
| 42 | Rules, 3-foot, straight, boxwood ..... No.. | 28 | ..... | .10 | ..... | ..... | ..... |
| 43 | | | | .15 | | | |
| 44 | Saddles ..... do... | 7 | ..... | ..... | ..... | ..... | ..... |
| 45 | | | | | | | |

* No bid. a Per square foot. b Per foot. c Per pound. e No award.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued

**at which contracts have been awarded.]**

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Clarence W. Purrington. | Morris Windt. | Samuel Bloom. | Michigan Leather Co. | Alexander J. Cook. | Thomas R. Hayes. | William Davis. | Andrew Carrigan. | Alexander Hamilton. | Henry E. Bothin. | Edward H. Horton. | Frank W. Gilham. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| .42 | | .44 | | | .37 | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| .42 | | .80 | .40 | | .45 | .55 | d.435 | .35 | | | | 3 |
| | | .20 | | | | | | | | | | 4 |
| | | | .28 | | | | | | | | | 5 |
| | | | .26 | | | | | | | | | 6 |
| .32 | .27 | .26 | .33 | .28 | .24½ | | | | | | | 7 |
| .28 | .25 | .25 | | .27 | | | | | | | | 8 |
| | | .24 | | | | | | | | | | 9 |
| .12 | | | | | | | | | | | | 10 |
| | | | | | .05 | | | | | .05½ | | 11 |
| | | | | | | | | | | | | 12 |
| .08 | | | | | | | | | .075 | | | 13 |
| | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | 15 |
| .08 | | | | | | | | | .075 | | | 16 |
| | | | | | 1.10 | 3.50 | | | | | | 17 |
| | | | | | 2.00 | 2.25 | | | | | | 18 |
| .40 | | | | | | | | | | | | 19 |
| .40 | | | | | | | | | | | | 20 |
| .40 | | | | | | | | | | | | 21 |
| .40 | | | | | | | | | | | | 22 |
| .40 | | | | | | | | | | | | 23 |
| .40 | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | 25 |
| 1.75 | | | | | | | | | | | | 26 |
| | | | | | | | | | | | | 27 |
| | | | | | .30 | .25 | | | | | | 28 |
| | | | | | | | | | | | | 29 |
| .35 | | | | | | | | | | | | 30 |
| .45 | | | | | | | | | | | | 31 |
| | | | | | .16 | .12 | | | | | | 32 |
| | | | | | .15 | .16 | | | | .16 | .18 | 33 |
| | | | | | .05 | .06 | | | | .06 | .06 | 34 |
| | | | | | .06 | .07 | | | | .075 | .07 | 35 |
| | | | | | .08 | .09 | | | | .09 | .09 | 36 |
| | | | | | .12 | .15 | | | | .13 | .13 | 37 |
| | | | | | .18 | .20 | | | | .20 | .19 | 38 |
| | | | | | .25 | .30 | | | | .27 | .26 | 39 |
| | | | | | .26 | .25 | | | | .22 | .25 | 40 |
| | | | | | .35 | .40 | | | | .40 | .40 | 41 |
| | | | | | .40 | | | | | .42 | | 42 |
| | | | | | | | | | | | | 43 |
| | | | | | 14.50 | 11.76 | | | | | 13.00 | 44 |
| | | | | | 12.50 | | | | | | | 45 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Number. | CLASS No. 11. HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—continued. | Quantity awarded. | Albert Frank. | Joseph Sloss. | Samuel W. Burtchaell. |
|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | |
| 1 | Sheepskins, for shoe linings, medium weight, pink and russet, dozen | 5 | 4.50 | | |
| | Slides, breast-strap: | | | | |
| 2 | 1¼-inch, japanned ... doz. | 7 | | .30 | |
| 3 | 1½-inch, japanned ... do. | 5 | | .38 | |
| 4 | 2-inch, japanned ... do. | 8 | | .60 | |
| | Snaps, harness, malleable iron, X. C.: | | | | |
| 5 | ½-inch ... gross | 7 4/12 | | **1.99** | |
| 6 | 1-inch ... do. | 7 4/12 | | **2.09** | |
| 7 | 1¼-inch ... do. | 1 | | **3.39** | |
| 8 | 1½-inch ... do. | 7 4/12 | | **3.85** | |
| 9 | Staples, hame, with burs ... doz. | 12 | | **.14** | |
| 10 | Stands, counter, regular, 4 lasts ... No. | 7 | | .40 | 1.25 |
| | Sticks: | | | | |
| 11 | Long ... do. | 2 | | | .50 |
| 12 | Shoulder ... do. | 2 | | | |
| 13 | Stirrups, wood, 5-inch ... pairs | 4 | | | |
| 14 | Stitching horses ... No. | 3 | | | |
| 15 | Stones, sand ... do. | 26 | .13 | .13 | .19 |
| 16 | | | | .10 | |
| | Stretchers: | | | | |
| 17 | Instep ... do. | 4 | .70 | | **.70** |
| 18 | Toe ... do. | 5 | .70 | | **.70** |
| 19 | Surcingles ... do. | 16 | | | |
| 20 | Swivels, bridle, X. C., loop ½-inch ... doz. | 6 | | | |
| 21 | Tacks, shoe, 1, 2, and 3 ounce ... lbs. | 275 | .13 | | .135 |
| 22 | Terrets, band, X. C., 1¼-inch ... doz. | 2 | | | |
| | Thread: | | | | |
| 23 | Shoe, Barbour's, No. 3 ... lbs. | 76 | 1.10 | .96 | **.99** |
| 24 | | | | | |
| 25 | Linen, spools, black, machine, Nos. 40 and 50 ... doz. | 14 | | | **2.05** |
| 26 | | | | | |
| | Ticklers: | | | | |
| 27 | Creasing ... No. | 2 | | | |
| 28 | Edge ... do. | 2 | | | |
| 29 | Tools, claw ... do. | 2 | | | |
| 30 | Trace carriers, X. C ... doz. | 2 | | | |
| 31 | Trees, self-adjusting, X. C ... No. | 6 | | | |
| | Wax: | | | | |
| 32 | Saddler's ... lbs. | 44 | | | |
| 33 | Shoemaker's, small ball, per 100 balls ... balls | 650 | .45 | | .50 |
| 34 | | | | | 1.00 |
| | Wheels: | | | | |
| 35 | Fudge ... No. | 3 | | | .30 |
| 36 | Overstitch, with carriage, Nos. 6, 7, 12, and 14 ... do. | 4 | | | |
| 37 | Winkers, ¾-inch, sensible, 2 seams, patent leather ... doz. | 6 | | | |
| | ADDITIONAL ARTICLES. | | | | |
| 38 | Knife, splitting, 12-inch ... No. | 1 | | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARNESS, LEATHER, SHOE FINDINGS, SADDLERY, ETC.—Continued.

| Clarence W. Purrington. | Samuel Bloom. | Edward H. Horton. | Thomas R. Hayes. | Harry Unna. | Henry E. Bothin. | Frank M. Gilham. | William Davis. | Alexander Hamilton. | Lloyd Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | |
| **6.00** | 7.00 | | | | | | | | | 1 |
| | | **.46** | .44 | | | .46 | .45 | | | 2 |
| | | **.54** | .53 | | | .55 | .55 | | | 3 |
| | | **.93** | .90 | | | .95 | .95 | | | 4 |
| | | 2.83 | 2.80 | | | 2.90 | 2.90 | | | 5 |
| | | 3.08 | 3.04 | 2.09 | | 3.10 | 3.10 | | | 6 |
| | | 5.00 | 4.88 | 3.40 | | 5.00 | 4.90 | | | 7 |
| | | 5.60 | 5.52 | 4.20 | | 6.00 | 5.60 | | | 8 |
| | | .23 | .21 | | | | .25 | | | 9 |
| | | | | | | | | **.70** | | 10 |
| **.30** | | | | | | | | | | 11 |
| **.25** | | | | | | | | | | 12 |
| | | | **.40** | | | | | | | 13 |
| | | | **3.20** | | | | | | | 14 |
| **.20** | | | | | | | | | | 15 |
| | | | | | | | | | | 16 |
| .75 | | | | | | | | | | 17 |
| .75 | | | | | | | | | | 18 |
| | | | **.20** | | | | | | | 19 |
| | | .25 | **.20** | | | .25 | | | | 20 |
| .14 | | | | | **.10** | | | | | 21 |
| | | .62 | **.60** | | | .65 | | | | 22 |
| 1.10 | | 1.10 | 1.25 | | | | | | [a] 1.25 | 23 |
| | | | 1.10 | | | | | | [b] 1.10 | 24 |
| 3.00 | | | 3.75 | | | | | | | 25 |
| | | | 4.25 | | | | | | | 26 |
| | | | **.50** | | | | | | | 27 |
| | | | * 2b | | | | | | | 28 |
| | | | **.25** | | | | | | | 29 |
| | | | **.50** | | | | | | | 30 |
| | | | **.60** | | | 45 | | | | 31 |
| | | .105 | **.10** | | | | | | | 32 |
| .60 | | | | | | | | | | 33 |
| | | | | | | | | | | 34 |
| **.40** | | | | | | | | | | 35 |
| | | | **.88** | | | | | | | 36 |
| | | **2.25** | 2.13 | | | 2.50 | | | | 37 |
| | | | **11.84** | | | | | | | 38 |

* No award. [a] Dark blue. [b] Half bleached.



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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS.

| Number. | CLASS No. 12. AGRICULTURAL IMPLEMENTS, ETC. | Quantity awarded. | Joseph Sloss. | Ivory F. Littlefield. | Harry B. Lyford. | Richard H. Grey. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| 1 | Augers, post-hole, 9-inch ..... No.. | 4 | .50 | ..... | ..... | ..... |
| 2 | Axle grease (2 dozen boxes in case) ..... doz.. | 305 | .70 | .60 | ..... | ..... |
| 3 | | | .30 | .50 | | |
| 4 | Bags, grain, seamless, 2½-bushel, not less than 12 pounds per dozen ..... No.. | 225 | ..... | ..... | ..... | ..... |
| 5 | Cornsheller, hand, medium size ..... do... | 1 | 1.75 | ..... | ..... | ..... |
| 6 | Cradles, grain, 4-finger, with scythes, packed in cases, number ..... | 14 | ..... | ..... | ..... | ..... |
| 7 | Cultivators, 1-horse, iron frame, 5-inch blade, with wheel ..... No.. | 4 | ..... | ..... | ..... | ..... |
| 8 | Cultivator, riding, 2-horse ..... do... | 1 | ..... | ..... | ..... | ..... |
| 9 | Diggers, post-hole, steel blade, iron handle, or 2 steel blades with 2 wooden handles ..... No.. | 17 | .58 | ..... | ..... | ..... |
| 10 | | | .60 | | | |
| 11 | Drills, grain, 2-horse ..... do... | 2 | ..... | ..... | ..... | ..... |
| 12 | Feed cutters ..... do... | 3 | ..... | ..... | ..... | ..... |
| | Forks, hay, c. s.: | | | | | |
| 13 | 3 oval tines, 5½-foot handles, packed in cases ... doz.. | 63 | 4.05 | ..... | 3.37 | ..... |
| 14 | | | | | 5.14 | |
| 15 | | | | | 4.68 | |
| 16 | 4 oval tines, 5½-foot handles, packed in cases ... do... | *38 | 5.75 | ..... | 5.30 | ..... |
| 17 | | | | | 5.99 | |
| 18 | | | | | 6.26 | |
| 19 | Forks, manure, c. s., 5 oval tines, long handles, strapped ferrule, packed in cases ..... doz.. | 9 4/12 | 6.25 | ..... | 6.28 | ..... |
| | Handles: | | | | | |
| 20 | Ax, 36-inch, hickory, "extra," turned (samples of 1 dozen required), packed in cases ..... doz.. | 285 | 1.83 | ..... | ..... | 1.86 |
| 21 | | | 1.17 | | | |
| 22 | Hay fork, 5½-foot (samples of 1 dozen required), packed in cases ..... doz.. | 7 4/12 | .90 | ..... | ..... | ..... |
| 23 | Pick, 36-inch, No. 1 (samples of 1 dozen required), packed in cases ..... doz.. | 112 | 1.40 | ..... | ..... | 1.49 |
| 24 | | | 1.03 | | | |
| 25 | Plow, left-hand, straight, 1⅛ by 2½ inches by 5 feet, dozen ..... | 8 4/12 | ..... | ..... | ..... | ..... |
| 26 | Plow, right-hand, double bend, for mold board, 1⅛ by 2½ inches by 5 feet ..... doz.. | 10 4/12 | ..... | ..... | ..... | ..... |
| 27 | Shovel, long ..... do... | 12 4/12 | 1.50 | ..... | ..... | ..... |
| 28 | Harrows, 60 teeth, ½ by 8 inches, steel, with drawbar and clevises ..... No.. | 25 | ..... | ..... | ..... | ..... |
| | Hoes: | | | | | |
| 29 | Garden, solid shank, c. s., 6-inch ..... doz.. | 56 | 2.50 | ..... | [a]2.37 | ..... |
| 30 | | | | | | |
| 31 | Grub, c. s., oval eye, No. 2 ..... do... | 73 | 3.85 | ..... | 3.86 | ..... |
| | Knives: | | | | | |
| 32 | Corn ..... do... | 1 4/12 | 2.00 | ..... | ..... | ..... |
| 33 | Hay ..... do... | 3 4/12 | 5.50 | ..... | ..... | ..... |
| 34 | Lawn mowers, hand, 14-inch ..... No.. | 21 | 2.05 | ..... | ..... | ..... |
| 35 | | | | | | |
| 36 | Machines, mowing, singletrees, doubletrees, and neck yoke, complete, with 2 dozen extra sections ..... No.. | 16 | ..... | ..... | ..... | ..... |
| 37 | Mattocks, ax, c. s. ..... doz.. | 21 | 4.90 | ..... | 5.13 | ..... |
| 38 | Picks, earth, steel-pointed, assorted, 5 to 6 pounds .. No.. | 276 | .32 | ..... | .36 | .549 |
| | Plows: | | | | | |
| 39 | 8-inch, c. s., 1-horse, with extra share ..... do... | 137 | ..... | ..... | ..... | ..... |
| 40 | | | | | | |
| 41 | 10-inch, c. s., 2-horse, with extra shaie ..... do... | 27 | ..... | ..... | ..... | ..... |
| 42 | | | | | | |
| 43 | 12-inch, c. s., 2-horse, with extra share ..... do... | 44 | ..... | ..... | ..... | ..... |
| 44 | | | | | | |
| 45 | 14-inch, c. s., 2-horse, with extra share ..... do... | 28 | ..... | ..... | ..... | ..... |
| 46 | | | | | | |

* Added to 3 tine next above.
[a] Sample is 7-inch; will furnish either 6 or 7 inch.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS.

| John D. Sibley. | Richard N. Nason. | Fred B. Dallam. | Clarence W. Coburn. | William S. Miller. | George P. Lauinger. | Andrew Carrigan. | Alexander Hamilton. | Lloyd Scovel Iron Co. | Josiah E. Allison. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | |
| | | | | | | .50 | .48 | | | 1 |
| | .75 | | .35 | .55 | .90 | | .74 | | | 2 |
| | | | .75 | .58 | | | | | | 3 |
| | | .23 | | | | | .21 | | | 4 |
| 7.00 | | | | | | | 7.00 | | | 5 |
| | | | | | | | 2.55 | | | 6 |
| 3.25 | | | | | | | 2.65 | | | 7 |
| | | | | | | | 24.50 | | | 8 |
| | | | | | | .59 | .55 | | | 9 |
| | | | | | | | | | | 10 |
| 50.00 | | | | | | | 49.00 | | | 11 |
| 7.00 | | | | | | | 5.00 | | | 12 |
| | | | | | | | 4.20 | | | 13 |
| | | | | | | | | | | 14 |
| | | | | | | | | | | 15 |
| | | | | | | | 5.75 | | | 16 |
| | | | | | | | | | | 17 |
| | | | | | | | | | | 18 |
| | | | | | | | 5.50 | | | 19 |
| | | | | | | 1.87 | 1.74 | | | 20 |
| | | | | | | | 1.11 | | | 21 |
| | | | | | | 2.00 | 2.28 | | | 22 |
| | | | | | | 1.43 | 1.39 | | | 23 |
| | | | | | | | | | | 24 |
| | | | | | | | 2.25 | 2.75 | | 25 |
| | | | | | | | 3.50 | 3.00 | | 26 |
| | | | | | | 1.20 | 1.75 | | | 27 |
| 10.75 | | | | | | | 9.00 | | | 28 |
| | | | | | | 2.48 | 2.50 | | | 29 |
| | | | | | | 2.67 | | | | 30 |
| | | | | | | 4.31 | 4.10 | | | 31 |
| | | | | | | 2.10 | 3.75 | | | 32 |
| | | | | | | 5.83 | 5.65 | | | 33 |
| | | | | | | 5.26 | 2.30 | | | 34 |
| | | | | | | 2.16 | | | | 35 |
| 45.00 | | | | | | | 40.00 | | 35.00 | 36 |
| | | | | | | 5.87 | 4.85 | | | 37 |
| | | | | | | .36 | .34 | | | 38 |
| 4.65 | | | | | | | 4.49 | | | 39 |
| 3.50 | | | | | | | | | | 40 |
| 6.75 | | | | | | | 6.15 | | | 41 |
| 4.50 | | | | | | | | | | 42 |
| 8.00 | | | | | | | 7.10 | | | 43 |
| 6.50 | | | | | | | | | | 44 |
| 8.75 | | | | | | | 8.10 | | | 45 |
| 7.25 | | | | | | | | | | 46 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

AGRICULTURAL IMPLEMENTS—Continued.

| Number. | CLASS No. 12. AGRICULTURAL IMPLEMENTS—continued. | Quantity awarded. | Joseph Sloss. | Harry B. Lyford. | Richard H. Grey. |
|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | |
| | Plows, "breaker": | | | | |
| 1 | 12-inch, with rolling coulter, gauge wheel, and extra share ....No.. | 8 | ..... | ..... | ..... |
| 2 | 14-inch, with rolling coulter, gauge wheel, and extra share ....No.. | 3 | ..... | ..... | ..... |
| 3 | Plows, shovel, double ....do... | 3 | ..... | ..... | ..... |
| | Plow beams: | | | | |
| 4 | For 8-inch plow, 5 feet long....do... | 89 | ..... | ..... | ..... |
| 5 | For 10-inch plow, 5½ feet long....do... | 34 | ..... | ..... | ..... |
| 6 | For 12-inch plow, 6 feet long....do... | 39 | ..... | ..... | ..... |
| 7 | For 14-inch plow, 6½ feet long....do... | 21 | ..... | ..... | ..... |
| 8 | For 12-inch "breaker" plow, 6½ feet long....do... | 4 | ..... | ..... | ..... |
| 9 | For 14-inch "breaker" plow, 7 feet long....do... | 1 | ..... | ..... | ..... |
| | Pumps, iron: | | | | |
| 10 | Lift, hand, fitted for 1¼-inch pipe, with cylinder attached ....No.. | 2 | 1.69 | ..... | ..... |
| 11 | Lift and force, hand, fitted for 1¼-inch pipe, with cylinder attached....No.. | 13 | 4.00 | ..... | 4.89 |
| | Rakes, hay: | | | | |
| 12 | Sulky, not less than 20 teeth ....do... | 10 | ..... | ..... | ..... |
| 13 | Wood, 12 teeth, 2 bows ....doz.. | 6 4/12 | 1.75 | ..... | ..... |
| 14 | Rakes, malleable iron, handled, 12 teeth ....do... | 51 | 1.65 | 1.765 | ..... |
| 15 | Scoops, grain, medium quality, No. 4, in bundles, extra tied....No.. | 9 | .65 | ..... | ..... |
| 16 | | | .83 | | |
| 17 | Scrapers, road, 2-horse ....do... | 41 | ..... | ..... | ..... |
| 18 | | | | | |
| | Scythes: | | | | |
| 19 | Brush, packed in cases....doz.. | 1 3/12 | 4.50 | ..... | ..... |
| 20 | Grass, assorted, 36 to 40-inch, packed in cases..do... | 16 4/12 | 4.00 | 4.31 | ..... |
| 21 | Weed, packed in cases ....do... | 2 10/12 | 4.50 | ..... | ..... |
| 22 | Scythe snaths ....do... | 15 4/12 | 6.00 | 5.81 | ..... |
| 23 | Scythe stones....do... | 25 | .32 | ..... | ..... |
| 24 | Seeders, broadcast, for 2-horse wagon ....No.. | 2 | ..... | ..... | ..... |
| | Shovels: | | | | |
| 25 | Coal, D handle ....do... | 40 | .60 | ..... | ..... |
| 26 | | | .80 | | |
| 27 | Steel, long-handled, No. 2, round point, not less than 55 pounds per dozen, in bundles, extra tied..No.. | 1,281 | .62 | .58 | .69 |
| 28 | | | .67 | .60 | |
| 29 | | | .95 | .60 | |
| 30 | Steel, D handle, No. 2, square point, not less than 55 pounds per dozen, in bundles, extra tied..No.. | 91 | .62 | .58 | .69 |
| 31 | | | .67 | .60 | |
| 32 | Sickles, No. 3, grain....No.. | 299 | .10 | .13 | ..... |
| | Spades, steel: | | | | |
| 33 | Long-handled, No. 3, not less than 60 pounds per dozen, in bundles, extra tied ....No.. | 79 | .62 | .61 | ..... |
| 34 | | | .67 | .63 | |
| 35 | | | .95 | | |
| 36 | D handle, No. 3, not less than 60 pounds per dozen, in bundles, extra tied....No.. | 15 | .62 | .61 | ..... |
| 37 | | | .67 | .63 | |
| 38 | Swamp (or bush) hook, handled....do... | 1 | .55 | ..... | ..... |
| 39 | Twine, binder ....lbs.. | 250 | ..... | ..... | ..... |
| | Wheelbarrows, garden: | | | | |
| 40 | All iron ....No.. | 51 | 4.25 | ..... | 5.99 |
| 41 | Wood....do... | 11 | 2.52 | ..... | ..... |

[a] 7 only. [b] 3 only.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

AGRICULTURAL IMPLEMENTS—Continued.

| John D. Sibley. | Josiah E. Allison. | Henry M. Holbrook. | The Manhattan Supply Co. | Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Harry Unna. | Number. |
|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | |
| **13.50** | | | | | 14.75 | | | 1 |
| **14.75** | | | | | 15.30 | | | 2 |
| 2.50 | | | | | **2.00** | | | 3 |
| | | | | | **.90** | .75 | | 4 |
| | | | | | **.90** | .80 | | 5 |
| | | | | | **1.20** | .90 | | 6 |
| | | | | | **1.21** | 1.10 | | 7 |
| | | | | | **2.00** | 1.25 | | 8 |
| | | | | | **2.50** | 1.75 | | 9 |
| | | 1.32 | | | | | | 10 |
| | | **5.80** | | | | | | 11 |
| 24.00 | | | | | **17.50** | | | 12 |
| | | | | | **1.38** | | | 13 |
| | | | | 1.60 | 1.75 | | | 14 |
| | | | | .86 | .77 | | | 15 |
| | | | | | | | | 16 |
| 6.00 | a 6.00 | | | 5.40 | **4.95** | | | 17 |
| | b 5.50 | | | 5.84 | | | | 18 |
| | | | | 4.53 | **4.25** | | | 19 |
| | | | | 4.25 | 4.25 | | | 20 |
| | | | | 4.53 | 4.55 | | | 21 |
| | | | | 6.00 | 6.05 | | | 22 |
| | | | | .33 | **.29** | | | 23 |
| 12.50 | | | | | **11.50** | | | 24 |
| | | | | **1.07** | .77 | | | 25 |
| | | | | | | | | 26 |
| | | | | | .62 | | .67 | 27 |
| | | | | | | | | 28 |
| | | | | | | | | 29 |
| | | | | | .62 | | | 30 |
| | | | | | | | | 31 |
| | | | | .13 | .16 | | | 32 |
| | | | | | .80 | | | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | | | | | .80 | | | 36 |
| | | | | | | | | 37 |
| | | | | | .60 | | | 38 |
| | | | **.124** | | .145 | | | 39 |
| | | | | 4.15 | **4.15** | | | 40 |
| | | | | | 2.55 | | | 41 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS. | Quality awarded. | Joseph Sloss. | Ivory F. Littlefield. | Emil Magner. | Richard N. Nason. | Harry Unna. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| 1 | Borax ..... lbs.. | **295** | .072 | .075 | ..... | .10 | ..... |
| | Brushes: | | | | | | |
| 2 | Calcimine, all bristles, 7-inch ..... No.. | **45** | ..... | .75 | ..... | 1.47 | 1.85 |
| 3 | | | | 1.35 | | | .85 |
| 4 | | | | 2.30 | | | .55 |
| 5 | Marking, bristle, assorted ..... doz.. | **6** | .25 | .30 | .25 | .375 | .25 |
| | Brushes, paint, round, all bristles: | | | | | | |
| 6 | No. ½, full size ..... No.. | **35** | ..... | **.46** | .45 | .44 | .44 |
| 7 | No. ⅝, full size ..... do... | **21** | ..... | **.67** | .65 | .60 | .67 |
| 8 | No. ⅞, full size ..... do... | **41** | ..... | 1.00 | .95 | .95 | 1.00 |
| 9 | | | | | | | .55 |
| 10 | No. §, full size ..... do... | **4** | ..... | 2.00 | 1.35 | 1.50 | **1.39** |
| | Brushes, paint, all Chinese bristles, flat: | | | | | | |
| 11 | 3-inch ..... No.. | **101** | ..... | .15 | .30 | .20 | .19 |
| 12 | | | | .18 | .20 | | .26 |
| 13 | | | | .23 | | | .35 |
| 14 | 4-inch ..... do... | **168** | ..... | .20 | .45 | .35 | .39 |
| 15 | | | | .32 | .26 | | .41 |
| 16 | | | | **.38** | | | .55 |
| | Brushes: | | | | | | |
| 17 | All bristles, sash tools, No. 6 ..... do... | **101** | ..... | .04 | .18 | **.11** | .08 |
| 18 | | | | .11 | | | |
| 19 | Varnish, all bristles, No. 3, full size .. do... | **78** | ..... | .15 | .35 | .37 | .30 |
| 20 | | | | .17 | .38 | | |
| 21 | | | | **.30** | | | |
| 22 | | | | .32 | | | |
| 23 | Whitewash, all bristles, 8-inch block with handle ..... No.. | **56** | ..... | ..... | ..... | ..... | .43 |
| 24 | | | | | | | .60 |
| 25 | Coal tar ..... galls.. | **120** | ..... | **.14** | ..... | .15¼ | ..... |
| 26 | Gasoline (not less than 87 degrees gravity) in 5-gallon tin cans, cased, or in barrels. Prices requested for both styles of package ..... galls.. | **6,645** | ..... | ..... | ..... | a .25<br>b .285 | ..... |
| 27 | Glass, window (single thick): | | | | | | |
| 28 | 8 by 10 ..... boxes.. | **2** | ..... | **2.38** | ..... | 3.40 | ..... |
| 29 | 10 by 12 ..... do... | **24** | ..... | **2.38** | ..... | 3.40 | ..... |
| 30 | 10 by 14 ..... do... | **17** | ..... | **2.38** | ..... | 3.40 | ..... |
| 31 | 10 by 16 ..... do... | **27** | ..... | **2.60** | ..... | 3.80 | ..... |
| 32 | 10 by 18 ..... do... | **3** | ..... | **2.60** | ..... | 3.80 | ..... |
| 33 | 10 by 20 ..... do... | **9** | ..... | **2.60** | ..... | 3.80 | ..... |
| 34 | 10 by 24 ..... do... | **2** | ..... | **2.70** | ..... | 3.80 | ..... |
| 35 | 12 by 14 ..... do... | **13** | ..... | **2.60** | ..... | 4.00 | ..... |
| 36 | 12 by 16 ..... do... | **11** | ..... | **2.60** | ..... | 4.00 | ..... |
| 37 | 12 by 18 ..... do... | **12** | ..... | **2.70** | ..... | 4.00 | ..... |
| 38 | 12 by 20 ..... do... | **13** | ..... | **2.60** | ..... | 4.00 | ..... |
| 39 | 12 by 22 ..... do... | **1** | ..... | **2.60** | ..... | 4.00 | ..... |
| 40 | 12 by 24 ..... do... | **9** | ..... | **2.70** | ..... | 4.00 | ..... |
| 41 | 12 by 26 ..... do... | **1** | ..... | **2.60** | ..... | 4.20 | ..... |
| 42 | 12 by 30 ..... do... | **2** | ..... | **3.58** | ..... | 4.20 | ..... |
| 43 | 12 by 32 ..... do... | **8** | ..... | **3.58** | ..... | 4.20 | ..... |
| 44 | 12 by 36 ..... do... | **1** | ..... | **3.58** | ..... | 4.20 | ..... |

a Barrels. b Case

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS.

| Manhattan Supply Co. | Charles M. Yates. | Fred. B. Dallam. | Clarence W. Coburn. | | | William S. Miller. | Andrew Corrigan. | Lloyd, Scovel Iron Co. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | |
| | | | .08 | | | | .07½ | .08 | .07 | 1 |
| .90 | 2.24 | | .88 | | | | | | | 2 |
| | 1.24 | | | | | | | | | 3 |
| | | | | | | | | | | 4 |
| .60 | .27 | | .27 | | | | | | | 5 |
| .45 | .45 | | .49 | | | | | | | 6 |
| .60 | .66 | | .80 | | | | | | | 7 |
| .85 | 1.04 | | 1.10 | | | | | | | 8 |
| | | | | | | | | | | 9 |
| 1.40 | 1.41 | | 1.87 | | | | | | | 10 |
| .245 | .25 | | .18 | | | | | | | 11 |
| | .17 | | | | | | | | | 12 |
| | | | | | | | | | | 13 |
| .40 | .41 | | .29 | | | | | | | 14 |
| | .23 | | | | | | | | | 15 |
| | | | | | | | | | | 16 |
| .07 | .11 | | .12 | | | | | | | 17 |
| | .085 | | | | | | | | | 18 |
| .25 | .36 | | .29 | | | | | | | 19 |
| | .275 | | | | | | | | | 20 |
| | | | | | | | | | | 21 |
| | | | | | | | | | | 22 |
| .50 | .55 | .25 | .45 | | | | | | | 23 |
| | .39 | | | | | | | | | 24 |
| | .15¾ | | .16 | | | | | | | 25 |
| | | | | | | [c] .225 | | | | 26 |
| | | | | | | [d] .265 | | | | 27 |
| | | | *Single.* | *Single.* | *Double.* | | | | | |
| | | | 2.47 | 3.28 | 3.35 | | | | | 28 |
| | | | 2.47 | 3.28 | 3.35 | | | | | 29 |
| | | | 2.47 | | 3.35 | | | | | 30 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 31 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 32 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 33 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 34 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 35 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 36 |
| | | | 2.86 | | 3.85 | | | | | 37 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 38 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 39 |
| | | | 2.86 | | 3.85 | | | | | 40 |
| | | | 2.86 | 3.53 | 3.85 | | | | | 41 |
| | | | 3.66 | 3.75 | 5.06 | | | | | 42 |
| | | | 3.66 | 3.75 | 5.06 | | | | | 43 |
| | | | 3.66 | 3.75 | 5.06 | | | | | 44 |

[c] Wood barrels.

[d] Two 5-gallon cans, cased.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS—continued. All glass must be Eastern or New York classification, "A" quality. | Quantity awarded. | Ivory F. Littlefield. | Richard N. Nason. |
|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | |
| | Glass, window (single thick): | | | |
| 1 | 14 by 16 ..... boxes.. | 5 | **2.70** | 4.00 |
| 2 | 14 by 18 ..... do... | 5 | **2.70** | 4.20 |
| 3 | 14 by 20 ..... do... | 3 | **2.70** | 4.20 |
| 4 | 14 by 22 ..... box.. | 1 | **2.70** | 4.20 |
| 5 | 14 by 26 ..... do... | 1 | **2.70** | 4.00 |
| 6 | 14 by 28 ..... boxes.. | 9 | **3.58** | 4.20 |
| 7 | 14 by 30 ..... do... | 2 | **3.58** | 4.20 |
| 8 | 14 by 32 ..... do... | 10 | **3.58** | 4.20 |
| 9 | 14 by 34 ..... do... | 6 | **3.58** | 4.20 |
| 10 | 14 by 36 ..... do... | 12 | **3.58** | 4.20 |
| 11 | 14 by 38 ..... do... | 5 | **3.65** | 4.30 |
| 12 | 14 by 42 ..... do... | 2 | **3.85** | 4.40 |
| 13 | 15 by 18 ..... do... | 3 | **2.70** | 4.20 |
| 14 | 15 by 20 ..... box.. | 1 | **2.70** | 4.20 |
| 15 | 15 by 28 ..... boxes.. | 2 | **3.58** | 4.20 |
| 16 | 15 by 32 ..... do... | 6 | **3.58** | 4.20 |
| 17 | 15 by 36 ..... do... | 22 | **3.65** | 4.40 |
| 18 | 15 by 40 ..... do... | 8 | **3.85** | 4.50 |
| 19 | 16 by 18 ..... do... | 9 | **2.70** | 4.20 |
| 20 | 16 by 20 ..... do... | 8 | **2.70** | 4.20 |
| 21 | 16 by 22 ..... do... | 3 | **2.70** | 4.20 |
| 22 | 16 by 24 ..... do... | 5 | **2.70** | 4.20 |
| 23 | 16 by 26 ..... do... | 2 | **3.58** | 4.30 |
| | Glass, window (double thick): | | | |
| 24 | 16 by 36 ..... do... | 8 | 5.50 | 6.40 |
| 25 | 16 by 44 ..... do... | 4 | 5.65 | 6.50 |
| 26 | 18 by 20 ..... do... | 2 | **3.90** | 6.20 |
| 27 | 18 by 24 ..... box.. | 1 | 5.40 | 6.40 |
| 28 | 18 by 30 ..... boxes.. | 4 | 5.40 | 6.40 |
| 29 | 18 by 36 ..... do... | 7 | 5.50 | 6.75 |
| 30 | 18 by 42 ..... do... | 2 | 5.65 | 6.95 |
| 31 | 20 by 24 ..... do... | 2 | 5.40 | 6.75 |
| 32 | 20 by 26 ..... box.. | 1 | 5.40 | 6.75 |
| 33 | 20 by 48 ..... boxes.. | 2 | 6.05 | 7.50 |
| 34 | 24 by 28 ..... do... | 3 | 5.50 | 6.50 |
| 35 | 24 by 32 ..... do... | 3 | **5.65** | 6.40 |
| 36 | 24 by 34 ..... do... | 2 | **5.65** | 6.40 |
| 37 | 24 by 36 ..... do... | 8 | **5.65** | 6.50 |
| 38 | 26 by 34 ..... do... | 2 | **6.05** | 6.50 |
| 39 | 28 by 30 ..... box.. | 1 | **5.65** | 7.00 |
| 40 | 28 by 34 ..... boxes.. | 3 | **6.05** | 7.00 |
| 41 | 30 by 40 ..... do... | 8 | **6.05** | 7.00 |
| 42 | Glazier's glass cutters ..... No.. | 17 | 3.90 | 4.10 |
| 43 | Glazier's points ..... papers.. | 272 | .07 | .10 |
| 44 | Glue, cabinetmaker's ..... lbs.. | 175 | .07 | .075 |
| 45 | | | | |
| 46 | | | | |
| 47 | | | | |
| 48 | | | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

| Clarence W. Coburn. | | | Joseph Sloss. | Emil Magner. | John Rothschild. | John G. Buswell. | Bass Hueter Paint Co. | Charles M. Yates. | Andrew Carrigan. | Alexander Hamilton. | Lloyd Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| *Single.* | *Single.* | *Double.* | | | | | | | | | | |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 1 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 2 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 3 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 4 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 5 |
| 3.66 | 3.75 | 5.06 | | | | | | | | | | 6 |
| 3.66 | 3.75 | 5.06 | | | | | | | | | | 7 |
| 3.66 | 3.75 | 5.06 | | | | | | | | | | 8 |
| 3.66 | 3.75 | 5.06 | | | | | | | | | | 9 |
| 3.66 | 3,75 | 5.06 | | | | | | | | | | 10 |
| 3.95 | 3.88 | 5.53 | | | | | | | | | | 11 |
| 4.08 | 3.98 | 5.68 | | | | | | | | | | 12 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 13 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 14 |
| 3.66 | 3.75 | 5.06 | | | | | | | | | | 15 |
| 3.66 | 3.75 | 5.06 | | | | | | | | | | 16 |
| 3.95 | 3.88 | 5.53 | | | | | | | | | | 17 |
| 4.08 | 3.98 | 5.68 | | | | | | | | | | 18 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 19 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 20 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 21 |
| 2.86 | 3.53 | 3.85 | | | | | | | | | | 22 |
| 3.66 | 3.75 | 5.06 | | | | | | | | | | 23 |
| | | 5.46 | | | | | | | | | | 24 |
| | | 5.57 | | | | | | | | | | 25 |
| | | 4.94 | | | | | | | | | | 26 |
| | | 5.37 | | | | | | | | | | 27 |
| | | 5.37 | | | | | | | | | | 28 |
| | | 5.46 | | | | | | | | | | 29 |
| | | 5.57 | | | | | | | | | | 30 |
| | | 5.37 | | | | | | | | | | 31 |
| | | 5.37 | | | | | | | | | | 32 |
| | | 5.97 | | | | | | | | | | 33 |
| | | 5.46 | | | | | | | | | | 34 |
| | | 5.57 | | | | | | | | | | 35 |
| | | 5.57 | | | | | | | | | | 36 |
| | | 5.57 | | | | | | | | | | 37 |
| | | 5.97 | | | | | | | | | | 38 |
| | | 5.57 | | | | | | | | | | 39 |
| | | 5.97 | | | | | | | | | | 40 |
| | | 5.97 | | | | | | | | | | 41 |
| | | 3.85 | | | | | .04 | | | 3.00 | | 42 |
| | | .065 | .06 | | | | .4¼ | | .03 | .07 | | 43 |
| | | .065 | .075 | .11 | .1099 | .15 | .05 | .09¼ | | | .20 | 44 |
| | | | | | | | .11 | .06½ | | | | 45 |
| | | | | | | | .12 | | | | | 46 |
| | | | | | | | .135 | | | | | 47 |
| | | | | | | | .15 | | | | | 48 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS—continued. | Quantity awarded. | Joseph Sloss. | Ivory F. Littlefield. | Swift & Co. | Emil Magner. | John Rothschild. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| 1 | Glue, liquid, prepared, in cans, cased .....qts.. | **50** | .50 | .50 | ..... | .42 | ..... |
| 2 | Hard oil, light, in 1 and 5 gallon cans, cased.galls.. | **154** | ..... | 1.00 | ..... | .98 | 1.04 |
| 3 | | | | | | | |
| 4 | Japan, house painter's, in cans, cased .....do... | **93** | ..... | .50 | ..... | .42 | ..... |
| 5 | Lampblack: | | | | | | |
| 6 | In 1-pound papers .....lbs.. | **76** | ..... | .07 | ..... | .09 | ..... |
| 7 | | | | | | | |
| 8 | Pure, in oil, good strength .....do... | **78** | ..... | .125 | ..... | .14 | ..... |
| | Lead: | | | | | | |
| 9 | Red, standard quality, dry, not over 100 pounds in a keg or box .....lbs.. | **495** | ..... | .0564 | ..... | ..... | ..... |
| 10 | | | | | | | |
| 11 | White, in oil, pure and best, not over 100 pounds in a keg.....lbs.. | **30,550** | ..... | **.0564** | ..... | ..... | ..... |
| 12 | | | | | | | |
| 13 | Oakum.....lbs.. | **190** | .03½ | ..... | ..... | ..... | ..... |
| | Oil: | | | | | | |
| 14 | Cylinder, in cans, cased. Sample of at least 8 ounces required.....galls.. | **581** | ..... | *a* .55 | ..... | .42 | ..... |
| 15 | | | | *a* .50 | | | |
| 16 | | | | *a* .40 | | | |
| 17 | | | | *b* .45 | | | |
| 18 | | | | *b* .40 | | | |
| 19 | | | | *b* .30 | | | |
| 20 | Engine, in cans, cased. Samples of at least 8 ounces required .....galls.. | **557** | ..... | *a* .45 | ..... | .33 | ..... |
| 21 | | | | *a* .40 | | | |
| 22 | | | | *a* .35 | | | |
| 23 | | | | *b* .35 | | | |
| 24 | | | | *b* .30 | | | |
| 25 | | | | *b* .25 | | | |
| 26 | Harness, in square cans, cased. Sample of at least 8 ounces required .....galls.. | **32** | ..... | .35 | ..... | ..... | ..... |
| 27 | | | | | | | |
| 28 | Kerosene, water-white, flashing point above 115° F. by the standard instruments of the State boards of health of Michigan and New York, in 5-gallon tin cans, cased. Sample of 1 gallon required .....galls.. | **16,230** | ..... | ..... | ..... | ..... | ..... |
| 29 | | | | | | | |
| 30 | | | | | | | |
| 31 | Lard, good quality, in square cans, cased. Sample of at least 8 ounces required...galls.. | **695** | ..... | *a* 1.00 | .99 | ..... | ..... |
| 32 | | | | *b* .95 | | | |
| 33 | Linseed, boiled, pure, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required.....galls.. | **2,630** | ..... | .769 | ..... | .83 | ..... |
| 34 | | | | | | | |
| 35 | Linseed, raw, pure, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required.....galls.. | **305** | ..... | .749 | ..... | .81 | ..... |
| 36 | | | | | | | |
| 37 | Lubricating, mineral, crude, in square cans, cased, or in flat-top jacketed cans. Sample of at least 8 ounces required .....galls.. | **552** | ..... | *b* .12 | ..... | ..... | ..... |
| 38 | | | | *a* .17 | | | |
| 39 | Sewing machine.....bottles.. | **809** | .03 | .028 | ..... | ..... | ..... |
| | *Paints, etc.* | | | | | | |
| | Chrome green: | | | | | | |
| 40 | Dry .....lbs.. | **66** | ..... | .07 | ..... | .08 | .21 |
| 41 | In oil, in 1, 2, and 5 pound tins.....lbs.. | **201** | ..... | .115 | ..... | .14 | .13½ |

*a* 1-gallon cans. *b* 5-gallon cans.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

| Richard N. Nason. | John G. Buswell. | Bass Hueter Paint Co. | Francis J. Baker. | Henry M. Holbrook. | Thomas R. Hayes. | Harry Unna. | King Keystone Oil Co. | Charles M. Yates. | Fred B. Dallam. | Clarence W. Coburn. | William S. Miller. | Andrew Carrigan. | Lloyd Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | | | |
| **.42** | | .58 | | | | | | .49 | | .58 | | .53 | .58 | 1 |
| 1.00 | 1.15 | **.95** | | | | | | 1.40 | | 1.15 | | | | 2 |
| | 1.75 | | | | | | | 1.00 | | | | | | 3 |
| **.44** | .85 | .65 | | | | | | .44 | | .67 | | | | 4 |
| | .72 | | | | | | | | | | | | | 5 |
| .09 | | **.055** | | | | | | .065 | | .065 | | | | 6 |
| | | | | | | | | | | .125 | | | | 7 |
| .13 | .16 | .14 | | | | | | .14 | | **.12** | | | | 8 |
| .05975 | | | | | | | | .0562 | | .06 | **.06** | | | 9 |
| .05975 | | | | | | | | | | | | | | 10 |
| .05975 | | | | | | | | .0562 | | .06 | .06 | | | 11 |
| .05975 | | | | | | | | | | | | | | 12 |
| | .08 | | .04 | **.035** | | | | .085 | | | | .039 | | 13 |
| .415 | .50 | | | | | | .44 | .45 | | .35 | *c* **.29** | | | 14 |
| | | | | | | | | .55 | | .30 | *d* **.36** | | | 15 |
| | | | | | | | | | | | *c* .32 | | | 16 |
| | | | | | | | | | | | *d* .39 | | | 17 |
| | | | | | | | | | | | | | | 18 |
| | | | | | | | | | | | | | | 19 |
| .275 | | | | | | | .26 | .30 | | .28 | *c* .25 | | | 20 |
| | | | | | | | | .42 | | **.23** | *d* .32 | | | 21 |
| | | | | | | | | | | | *c* .23 | | | 22 |
| | | | | | | | | | | | *d* .30 | | | 23 |
| | | | | | | | | | | | | | | 24 |
| | | | | | | | | | | | | | | 25 |
| **.30** | | | | | 1.35 | | | .30 | | .36 | *c* .25 | | | 26 |
| | | | | | | | | | | .31 | *d* .32 | | | 27 |
| .20 | | | | | | | | | | .21 | **17.95** | | | 28 |
| .20 | | | | | | | | | | | | | | 29 |
| .20 | | | | | | | | | | | | | | 30 |
| .935 | | | | | | | | .92 | | .78 | *c* .86 | | | 31 |
| | | | | | | | | **.82** | | .70 | *d* .93 | | | 32 |
| .82 | | | | | | | **.74** | .759 | | .78 | *c* .78 | | | 33 |
| | | | | | | | | | | | *d* .85 | | | 34 |
| .80 | | | | | | | **.72** | .739 | | .76 | *c* .77 | | | 35 |
| | | | | | | | | | | | *d* .84 | | | 36 |
| .125 | | | | | | | .15 | .12½ | | .14 | *c* **.119** | | | 37 |
| | | | | | | | | | | | *d* .189 | | | 38 |
| .03½ | | | | | | .028 | | | .02½ | .04 | **.029** | | | 39 |
| .075 | .11 | **.06½** | | | | | | .07 | | .08 | | | | 40 |
| .135 | .14 | .11 | | | | | | .135 | | .14 | | | | 41 |

*c* Cases, 2-5 gallons. *d* Cases, 1 gallon.

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*Abstracts of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

GLASS, OILS, AND PAINTS—Continued.

| Number. | CLASS No. 14. GLASS, OILS, AND PAINTS—continued. | Quantity awarded. | Joseph Sloss. | Ivory F. Littlefield. | Emil Magner. | John Rothschild. |
|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | |
| | *Paints, etc.—Continued.* | | | | | |
| 1 | Chrome yellow, dry.....lbs.. | **11** | ..... | .08 | .08 | .175 |
| 2 | Chrome yellow, in oil, in 1, 2, and 5 pound tins, lbs..... | **138** | ..... | **.145** | .175 | .17¼ |
| 3 | English vermilion, in oil.....lbs.. | **73** | ..... | .64 | **.67** | .91 |
| 4 | Ivory, drop black, in oil.....do... | **120** | ..... | **.125** | .14 | .165 |
| 5 | Indian red, in japan, in 1, 2, and 5 pound tins, lbs..... | **135** | ..... | .20 | .22 | .25½ |
| 6 | Ocher, French, yellow: | | | | | |
| 7 | Dry.....lbs.. | **285** | ..... | .02 | .045 | .0375 |
| 8 | In oil, for tinting, in 1, 2, and 5 pound tins, lbs..... | **127** | ..... | **.06** | .09 | .09⅞ |
| 9 | | | | | | |
| 10 | Prussian blue, in oil, for tinting, in 1, 2, and 5 pound tins.....lbs.. | **189** | ..... | **.24** | .32 | .335 |
| 11 | Roof, red oxide, mineral, in 5-gallon cans, cased.....galls.. | **1,615** | ..... | .38 | .55 | .78 |
| 12 | | | | | | .68 |
| 13 | | | | | | .58 |
| | Sienna: | | | | | |
| 14 | Burnt, in oil, for tinting, in 1, 2, and 5 pound tins.....lbs.. | **115** | ..... | **.105** | .13 | .11⅞ |
| 15 | Raw, in oil, for tinting, in 1, 2, and 5 pound tins.....lbs.. | **45** | ..... | **.10¼** | .13 | .11⅞ |
| 16 | Venetian red, for tinting, in 1, 2, and 5 pound tins.....lbs.. | **159** | ..... | .08 | .095 | .07⅞ |
| | Paper: | | | | | |
| 17 | Building.....lbs.. | *950 | ..... | ..... | ..... | ..... |
| 18 | Tarred, packed in crates, strapped....do... | *1,650 | ..... | ..... | ..... | ..... |
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | Pitch.....do... | **720** | ..... | .03 | ..... | ..... |
| 22 | Putty, in 5 and 10 pound tins, cased.....do... | **1,945** | ..... | .035 | ..... | .0245 |
| 23 | Resin, common.....do... | **102** | .01⅞ | .01⅞ | ..... | .0214 |
| 24 | Stain, oak.....galls.. | **32** | ..... | .69 | 1.20 | .78 |
| 25 | | | | | | .68 |
| 26 | | | | | | .58 |
| 27 | Turpentine, in 1 and 5 gallon cans, cased..do... | **a675** | ..... | **a.64** | .76 | ..... |
| 28 | | | | | | |
| 29 | Umber, burnt, in oil, ground, in 1 and 2 pound tins, cased.....lbs... | **138** | ..... | .10 | .12 | .1099 |
| | Varnish: | | | | | |
| 30 | Coach, good quality, for interior use.galls.. | **106** | ..... | .72 | 1.05 | .83 |
| 31 | | | | | .85 | |
| 32 | Wagon, heavy durable body, in 1-gallon cans, cased.....galls.. | **29** | ..... | **1.60** | 1.90 | 1.24 |
| 33 | | | | | 1.60 | |
| 34 | Wagon, heavy durable body, in 5-gallon cans, cased.....galls.. | **70** | ..... | **1.50** | 1.80 | 1.19 |
| 35 | | | | | 1.50 | |
| 36 | Whiting, extra, gilder's bolted.....lbs.. | **2,195** | ..... | .01⅛ | **1.15** | ..... |
| 37 | | | | | 1.00 | |
| | ADDITIONAL ARTICLES. | | | | | |
| | Glass, window, double thick: | | | | | |
| 38 | 16 by 32.....box.. | **1** | ..... | 5.40 | ..... | ..... |
| 39 | 16 by 42.....do... | **1** | ..... | 5.65 | ..... | ..... |
| 40 | 23 by 39.....do... | **1** | ..... | 6.05 | ..... | ..... |
| 41 | 25 by 39.....do... | **1** | ..... | 6.05 | ..... | ..... |

* No award. a One-half each to I. F. Littlefield and Clarence W. Coburn.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

GLASS, OILS, AND PAINTS—Continued.

| Richard N. Nason. | John G. Buswell. | Bass Hueter Paint Co. | Henry M. Holbrook. | Charles M. Yates. | Clarence W. Coburn. | William S. Miller. | Lloyd Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| Delivered in San Francisco, Cal. | | | | | | | | |
| .09 | .10 | **.06⅞** | ..... | .09 | .10 | ..... | ..... | 1 |
| .17 | .14 | .145 | ..... | .14⅞ | .14 | ..... | ..... | 2 |
| .725 | .58 | ..... | ..... | .78 | .73 | ..... | ..... | 3 |
| .145 | .14 | .125 | ..... | .16 | .12 | ..... | ..... | 4 |
| .22 | .24 | ..... | ..... | .19 | **.235** | ..... | .20 | 5 |
| .085 | .02 | ..... | ..... | **.0295** | .02⅛ | ..... | ..... | 6 |
| | | | | .04⅛ | | | | 7 |
| .08 | .09 | .065 | ..... | .07⅞ | .065 | ..... | ..... | 8 |
| | .09 | | | | | | | 9 |
| .30 | .28 | .255 | ..... | 29 | .26 | ..... | ..... | 10 |
| .40 | .62 | ..... | ..... | **.40** | .43 | ..... | ..... | 11 |
| | .52 | | | .59 | | | | 12 |
| | | | | | | | | 13 |
| .10 | .10 | .11 | ..... | .10 | .08 | ..... | ..... | 14 |
| .10 | .10 | .11 | ..... | .10 | .08 | ..... | ..... | 15 |
| .08 | .09 | **.06⅞** | ..... | .07⅞ | .08 | ..... | ..... | 16 |
| ..... | ..... | ..... | ..... | .09 | ..... | ..... | ..... | 17 |
| ..... | ..... | ..... | ..... | .07 | ..... | ..... | ..... | 18 |
| | | | | .07 | | | | 19 |
| | | | | .07 | | | | 20 |
| ..... | ..... | ..... | ..... | .02 | **.015** | ..... | ..... | 21 |
| .08 | .085 | .08 | ..... | **.027** | .025 | ..... | ..... | 22 |
| .025 | .025 | **.015** | .03 | .02 | .015 | ..... | ..... | 23 |
| .68 | 1.20 | .90 | ..... | **.67** | .90 | ..... | ..... | 24 |
| | | | | | | | | 25 |
| | | | | | | | | 26 |
| .695 | ..... | ..... | ..... | .63⅞ | *a* **.64** | *b* .66 | ..... | 27 |
| | | | | | | *c* .73 | | 28 |
| .095 | .10 | .105 | ..... | **.09** | .065 | ..... | ..... | 29 |
| .74 | .98 | .95 | ..... | .74 | 1.10 | ..... | ..... | 30 |
| | | | | **.94** | | | | 31 |
| 1.90 | 1.85 | 2.25 | ..... | 1.80 | 1.95 | ..... | ..... | 32 |
| | | | | | | | | 33 |
| 1.80 | 1.75 | 2.25 | ..... | 1.72 | 1.90 | ..... | ..... | 34 |
| | | | | | | | | 35 |
| .01¼ | ..... | .01¼ | ..... | .01⅛ | .01¼ | ..... | ..... | 36 |
| | | | | | | | | 37 |
| 6.40 | ..... | ..... | ..... | ..... | **5.37** | ..... | ..... | 38 |
| 6.50 | ..... | ..... | ..... | ..... | **5.57** | ..... | ..... | 39 |
| 7.00 | ..... | ..... | ..... | ..... | **5.97** | ..... | ..... | 40 |
| 7.00 | ..... | ..... | ..... | ..... | **5.97** | ..... | ..... | 41 |

*b* 2-5 gallons. *c* 1 gallon.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

TIN AND STAMPED WARE, ETC.

| Number. | CLASS No. 15. TIN AND STAMPED WARE. | Quantity awarded. | Joseph Sloss. | Louis Feldman, jr. | Oscar S. Levy. | Henry M. Holbrook. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| 1 | Boilers, wash, IX tin, flat copper bottom, size 21 by 11 by 13 inches, iron drop handles, riveted, No. 8, No. | 355 | .96 | .80 | .88 | .98 |
| 2 | | | | | | 1.00 |
| 3 | Buckets, water, galvanized iron, corrugated bottoms, 4-gallon, full size ... No. | 1,114 | .34 | .32 | .26 | .27 |
| 4 | | | | .24 | | .62 |
| | Cans: | | | | | |
| 5 | Kerosene, 1-gallon, common top ... doz. | 7 | 1.67 | .14 | ..... | 1.56 |
| 6 | | | | | | |
| 7 | Milk, all steel, 32-quart ... do. | 24 | 2.00 | ..... | 2.08 | 1.95 |
| | Coffee boilers: | | | | | |
| 8 | 2-quart, full size, plain tin, riveted spout and handle ... No. | 245 | .20 | .09 | ..... | .20 |
| 9 | | | | | | .14 |
| 10 | 4-quart, full size, plain tin, riveted spout and handle ... No. | 63 | .27 | .13 | ..... | .26 |
| 11 | | | | | | .19 |
| 12 | 6-quart, full size, plain tin, riveted spout and handle ... No. | 115 | .35 | .17 | ..... | .30 |
| 13 | | | | | | .21 |
| | Coffee mills: | | | | | |
| 14 | Iron hopper box ... do. | 13 | .22 | .28 | ..... | .40 |
| 15 | | | .46 | | | .35 |
| 16 | Side, No. 1 ... do. | 2 | .36 | .35 | ..... | .31 |
| 17 | With wheel, capacity of hopper 6 pounds ... do. | 1 | ..... | ..... | ..... | ..... |
| | Cups: | | | | | |
| 18 | Pint, full size, stamped tin, retinned, riveted handle ... doz. | 77 | .47 | .48 | .47 | .50 |
| 19 | | | | | | .32 |
| 20 | | | | | | |
| 21 | Quart, full size, stamped tin, retinned, riveted handle ... doz. | 8 4/12 | 1.15 | 1.10 | ..... | 2.70 |
| 22 | | | .75 | | | .55 |
| 23 | Dippers, water, 1-quart, full size, long iron handles, riveted ... doz. | 33 | .94 | ..... | .75 | 1.30 |
| | Funnels: | | | | | |
| 24 | 1-quart, full size, plain tin ... do. | 7 | .44 | .45 | ..... | .65 |
| 25 | | | | | | .50 |
| 26 | 2-quart, full size, plain tin ... do. | 4 | .62 | .60 | ..... | 1.25 |
| 27 | | | | | | .70 |
| | Kettles, wrought steel hollow ware: | | | | | |
| 28 | 8-quart ... No. | 10 | ..... | ..... | ..... | .90 |
| 29 | 12-quart ... do. | 8 | ..... | ..... | ..... | 1.40 |
| 30 | 14-quart ... do. | 33 | ..... | ..... | ..... | 1.65 |
| | Pails, water, heavy tin: | | | | | |
| 31 | 10-quart, retinned ... do. | 311 | .20 | .18 | .25 | .38 |
| 32 | | | .42 | | | |
| 33 | 14-quart, retinned ... do. | 146 | .25 | .24 | .29 | *.45 |
| 34 | | | *.45 | | | |
| | Pans, bake, sheet iron: | | | | | |
| 35 | 12 by 19 ... do. | 49 | .18 | .23 | .18 | .18 |
| 36 | 15 by 20 ... do. | 115 | .25 | ..... | ..... | .23 |
| | Pans, dish: | | | | | |
| 37 | 12-quart, full size, IX stamped tin, retinned ... do. | 356 | .29 | .32 | .23 | .30 |
| 38 | | | | | .28 | |
| 39 | 18-quart, full size, IX stamped tin, retinned ... do. | 309 | .40 | .42 | .33 | .35 |
| 40 | | | | | .39 | |
| | Pans, dust: | | | | | |
| 41 | Japanned, heavy ... doz. | 53 | .63 | .63 | 2.18 | .65 |
| 42 | | | 1.80 | | | .85 |
| 43 | | | 1.56 | | | 2.00 |
| 44 | Fry, No. 4, wrought steel, polished, 8 inches across bottom ... No. | 132 | .13 | ..... | .115 | .15 |
| 45 | | | | | | .22 |

*One-half to each, Joseph Sloss and Henry M. Holbrook.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.

| Harry Unna. | Alonzo A. Watkins. | Andrew Carrigan. | Alexander Hamilton. | Andrew B. C. Dohrman. | Edward D. Page. | Henry Seller. | Fred B. Dallam. | Number. |
|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | |
| 1.10 | .90 | .91 | ..... | .95 | ..... | .92 | ..... | 1 |
| | | | | | | 1.02 | | 2 |
| .25 | .36 | .33 | .33 | .28 | ..... | .30 | ..... | 3 |
| | | | | | | | | 4 |
| 1.61 | 1.60 | 1.50 | ..... | 1.87 | ..... | ..... | ..... | 5 |
| 1.75 | | | | | | | | 6 |
| ..... | ..... | 1.60 | ..... | ..... | ..... | ..... | ..... | 7 |
| ..... | .16 | .21 | ..... | ..... | ..... | .12 | ..... | 8 |
| | .12 | | | | | | | 9 |
| ..... | .20 | .28 | ..... | ..... | ..... | .15 | ..... | 10 |
| | | | | | | | | 11 |
| ..... | .25 | .35 | ..... | ..... | ..... | .21 | ..... | 12 |
| | | | | | | | | 13 |
| ..... | ..... | ..... | .35 | .62 | 2.45 | ..... | ..... | 14 |
| | | | | | | | | 15 |
| ..... | ..... | ..... | .39 | .55 | ..... | ..... | ..... | 16 |
| ..... | ..... | ..... | 19.60 | ..... | 21.00 | ..... | ..... | 17 |
| .49 | .50 | .50 | ..... | .32 | ..... | .38 | ..... | 18 |
| | | | | | | .44 | | 19 |
| | | | | | | .44 | | 20 |
| ..... | 1.00 | ..... | ..... | ..... | ..... | .48 | ..... | 21 |
| | | | | | | | | 22 |
| .85 | 1.20 | .57 | ..... | ..... | ..... | .58 | ..... | 23 |
| .47 | .50 | [c].47 | ..... | .48 | ..... | ..... | ..... | 24 |
| | | | | | | | | 25 |
| .63 | .65 | [a].63 | ..... | .55 | ..... | ..... | ..... | 26 |
| | | | | | | | | 27 |
| ..... | ..... | ..... | ..... | 1.60 | ..... | ..... | ..... | 28 |
| ..... | ..... | ..... | ..... | 1.90 | ..... | ..... | ..... | 29 |
| ..... | ..... | ..... | ..... | 2.45 | ..... | ..... | ..... | 30 |
| ..... | .33 | .30 | ..... | .23 | ..... | .21 | ..... | 31 |
| | | | | | | .27 | | 32 |
| ..... | .39 | .36 | ..... | .29 | ..... | .28 | ..... | 33 |
| | | | | | | .29 | | 34 |
| .19 | .15 | .16 | ..... | .17 | ..... | ..... | ..... | 35 |
| .375 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 36 |
| .29 | .31 | .27 | ..... | .31 | ..... | .28 | ..... | 37 |
| | | | | | | | | 38 |
| .34 | .40 | .33 | ..... | .38 | ..... | .31 | ..... | 39 |
| .39 | | | | | | .37 | | 40 |
| .63 | .06 | 1.56 | ..... | 1.80 | ..... | .73 | .64 | 41 |
| | | | | | | | | 42 |
| | | | | | | | | 43 |
| .145 | .12 | .14 | ..... | .16 | ..... | ..... | ..... | 44 |
| | | | | | | | | 45 |

[a] Awarded for 1-quart. [c] Awarded on sample substituted for 2-quart. See next below.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

TIN AND STAMPED WARE, ETC.—Continued.

| Number. | CLASS No. 15. TIN AND STAMPED WARE—continued. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, jr. | Oscar S. Levy. |
|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | |
| | Pans, tin: | | | | |
| 1 | 1-quart, stamped tin, retinned.....doz.. | 7 | .44 | .43 | .46 |
| 2 | 2-quart, stamped tin, retinned.....do... | 28 | .60 | .58 | .60 |
| 3 | 4-quart, stamped tin, retinned.....do... | 34 | .89 | .90 | .90 |
| 4 | 6-quart, stamped tin, retinned.....do... | 23 | 1.10 | [a] **1.30** | 1.15 |
| 5 | 8-quart, stamped tin, retinned.....do... | 15 | 1.35 | ..... | 1.33 |
| 6 | | | | | |
| | Plates, stamped tin: | | | | |
| 7 | 9-inch, baking, deep, jelly.....do... | 18 | .36 | .40 | ..... |
| 8 | | | **.40** | | |
| 9 | 9-inch, pie.....do... | 88 | .35 | .35 | .345 |
| 10 | | | .40 | | .39 |
| | Scoops, grocer's, hand: | | | | |
| 11 | No. 20.....No.. | 4 | .11 | .15 | ..... |
| 12 | No. 40.....do... | 17 | .18 | .20 | ..... |
| | Shears, tinner's: | | | | |
| 13 | Bench, No. 4, Wilcox's.....do... | 1 | **3.70** | ..... | ..... |
| 14 | Hand, No. 7.....do... | 8 | **1.18** | ..... | ..... |
| 15 | Hand, No. 9.....do... | 2 | **.73** | ..... | ..... |
| 16 | Solder, medium quality.....lbs.. | 381 | **.17½** | ..... | ..... |
| | Soldering irons: | | | | |
| 17 | 1½ pounds each, per pair.....pairs.. | 4 | **.59** | ..... | ..... |
| 18 | 2 pounds each, per pair.....do... | 3 | **.79** | ..... | ..... |
| | Spoons: | | | | |
| 19 | Basting, tinned iron, heavy.....doz.. | 9 4/12 | .35 | ..... | ..... |
| 20 | | | .60 | | |
| 21 | Table, tinned iron, heavy.....do... | 192 | .10 | ..... | ..... |
| 22 | | | **.19** | | |
| 23 | Tea, tinned iron, heavy.....do... | 437 | .05 | ..... | ..... |
| 24 | | | **.095** | | |
| | Strainers: | | | | |
| 25 | Milk, IX tin, 12-inch.....No.. | 78 | .14 | ..... | ..... |
| 26 | Vegetable, steel, large size.....do... | 41 | ..... | ..... | ..... |
| 27 | Teapots, planished tin, 4-pint, round, copper bottom....do... | 55 | ..... | .24 | ..... |
| | Tin, sheet: | | | | |
| 28 | 10 by 14 inches, IC, charcoal, bright.....boxes.. | *6 | ..... | ..... | ..... |
| 29 | | | | | |
| 30 | 14 by 20 inches, IC, charcoal, bright.....do... | *5 | ..... | ..... | 7.30 |
| 31 | | | | | |
| 32 | 10 by 14 inches, IX, charcoal, bright.....box.. | *1 | ..... | ..... | ..... |
| 33 | | | | | |
| 34 | 12 by 24 inches, IX, charcoal, bright.....boxes.. | *5 | ..... | ..... | ..... |
| 35 | 14 by 20 inches, IX, charcoal, bright.....do... | *5 | ..... | ..... | 8.75 |
| 36 | | | | | |
| 37 | 14 by 60 inches, boiler, IX, charcoal, bright.....do... | *2 | ..... | ..... | ..... |
| 38 | Wash basins, stamped tin, flat bottom, retinned, 11 inches, dozen..... | 51 | [c] .67 | .85 | .92 |
| 39 | | | .95 | | |
| 40 | | | | | |
| | Washtubs, galvanized iron: | | | | |
| 41 | 19½ inches in diameter by 10½ inches deep, inside measure, with corrugated bottom, heavy wire in top and bottom rims, and heavy drop handles.....No.. | 63 | .47 | .48 | .59 |
| 42 | 21½ inches in diameter by 10½ inches deep, inside measure, with corrugated bottom, heavy wire in top and bottom rims, and heavy drop handles.....No.. | 254 | .58 | .54 | .66 |
| 43 | 23½ inches in diameter by 10½ inches deep, inside measure, with corrugated bottom, heavy wire in top and bottom rims, and heavy drop handles.....No.. | 196 | .60 | .60 | .73 |
| 44 | Zinc, sheet, 36 by 84 inches, No. 9.....lbs.. | 4,275 | ..... | ..... | .086 |

* No award.
[a] Bid is $1.10. Award based on sample of 8-quart, at $1.30.
[b] 56 sheets.
[c] One-half to each Joseph Sloss and H. M. Holbrook.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

TIN AND STAMPED WARE, ETC.—Continued.

| Henry M. Holbrook. | Harry Unna. | Alonzo A. Watkins. | Fred B. Dallam. | Andrew Carrigan. | Alexander Hamilton. | Andrew B. C. Dohrman. | Edward D. Page. | Henry Seller. | Richard H. Grey. | Maurice Block. | Francis J. Baker. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | |
| .45 | .47 | **.58** | ..... | .45 | ..... | .47 | ..... | .38 | ..... | ..... | ..... | 1 |
| .63 | .63 | **.75** | ..... | .60 | ..... | .76 | ..... | .56 | ..... | ..... | ..... | 2 |
| .95 | .94 | **1.10** | ..... | .90 | ..... | .97 | ..... | .84 | ..... | ..... | ..... | 3 |
| 1.20 | 1.20 | 1.42 | ..... | 1.16 | ..... | 1.24 | ..... | 1.05 | ..... | ..... | ..... | 4 |
| 1.35 | 1.35 | **1.85** | ..... | 1.30 | ..... | 1.41 | ..... | 1.45 | ..... | ..... | ..... | 5 |
| | 1.67 | | | | | | | | | | | 6 |
| .42 | .42 | .44 | ..... | .41 | ..... | .46 | ..... | .50 | ..... | ..... | ..... | 7 |
| | | | | | | | | | | | | 8 |
| .35 | .34 | .36 | ..... | **.33** | ..... | .37 | ..... | .40 | ..... | ..... | ..... | 9 |
| | .39 | | | | | | | | | | | 10 |
| .12 | ..... | ..... | ..... | .12 | ..... | .14 | **.18** | ..... | ..... | ..... | ..... | 11 |
| .19 | ..... | ..... | ..... | .18 | ..... | .19 | .24 | ..... | ..... | ..... | ..... | 12 |
| 4.00 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 4.50 | 13 |
| 1.75 | ..... | ..... | ..... | 1.08 | 1.09 | ..... | ..... | ..... | ..... | ..... | 1.90 | 14 |
| 1.00 | ..... | ..... | ..... | .65 | .65 | ..... | ..... | ..... | ..... | ..... | 1.10 | 15 |
| .20 | ..... | .185 | ..... | .19¼ | .18 | ..... | ..... | ..... | .193 | ..... | .19 | 16 |
| .72 | ..... | ..... | ..... | ..... | .60 | ..... | ..... | ..... | ..... | ..... | .65 | 17 |
| .95 | ..... | ..... | ..... | .43 | .80 | ..... | ..... | ..... | ..... | ..... | .85 | 18 |
| .68 | **.52** | ..... | ..... | .34 | .90 | .65 | ..... | .55 | ..... | ..... | ..... | 19 |
| | .65 | | | | | | | .90 | | | | 20 |
| .24 | .21 | .12 | ..... | .22 | .20 | .205 | ..... | .33 | ..... | .20 | ..... | 21 |
| | | .21 | | | | | | | | | | 22 |
| .12 | .105 | .06 | ..... | .11 | .10 | .10¼ | ..... | .17 | ..... | .10 | ..... | 23 |
| | | .11 | | | | | | | | | | 24 |
| **.13** | ..... | ..... | ..... | .14 | ..... | ..... | ..... | .14 | ..... | ..... | ..... | 25 |
| ..... | **1.15** | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 26 |
| .25 | **.24** | ..... | ..... | .23 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 27 |
| 5.75 | ..... | 6.00 | ..... | ..... | ..... | ..... | ..... | ..... | 5.74 | ..... | ..... | 28 |
| 6.50 | | | | | | | | | | | | 29 |
| 5.75 | ..... | 6.00 | ..... | ..... | ..... | ..... | ..... | ..... | 8.99 | ..... | ..... | 30 |
| 6.50 | | | | | | | | | | | | 31 |
| 7.00 | ..... | 7.00 | ..... | ..... | ..... | ..... | ..... | ..... | 6.49 | ..... | ..... | 32 |
| 8.00 | | | | | | | | | | | | 33 |
| 12.50 | ..... | 2.00 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 34 |
| 7.00 | ..... | 7.00 | ..... | ..... | ..... | ..... | ..... | ..... | 10.49 | ..... | ..... | 35 |
| 8.00 | | | | | | | | | | | | 36 |
| ..... | ..... | [b]13.00 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 37 |
| 1.10 | .94 | 1.00 | ..... | .90 | ..... | .97 | ..... | .80 | ..... | ..... | ..... | 38 |
| [c]**.67** | | | | | | | | | | | | 39 |
| .95 | | | | | | | | | | | | 40 |
| **.47** | .47 | .52 | .49 | .50 | .49 | .50 | ..... | ..... | ..... | ..... | ..... | 41 |
| **.53** | .53 | .57 | .54 | .55 | .53 | .58 | ..... | ..... | ..... | ..... | ..... | 42 |
| **.61** | .61 | .69 | .61 | .63 | .62 | .68 | ..... | ..... | ..... | ..... | ..... | 43 |
| **.07½** | ..... | .08¼ | ..... | ..... | ..... | ..... | ..... | ..... | .08¼ | ..... | .0827 | 44 |



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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.

| Number. | CLASS No. 16. STOVES, PIPE, HOLLOW WARE, ETC. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, jr. | Oscar S. Levy. | Francis J. Baker. | Harry Unna. | Henry M. Holbrook. | Alonzo A. Watkins. | Andrew Carrigan. | Andrew B. C. Dohrman. | Henry Seller. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | | | |
| | Caldrons, iron, portable, with furnace: | | | | | | | | | | | | |
| 1 | 40 gallons actual capacity .....No.. | 4 | ..... | .... | ..... | ..... | .... | a**25.00** | c28.75 | .... | .... | .... | 1 |
| 2 | | | | | | | | a 20.00 | | | | | 2 |
| 3 | | | | | | | | b**26.00** | | | | | 3 |
| 4 | | | | | | | | b 21.00 | | | | | 4 |
| 5 | 90 gallons actual capacity .....No.. | 7 | ..... | .... | ..... | ..... | .... | a**55.00** | ..... | .... | .... | .... | 5 |
| 6 | | | | | | | | b**56.00** | | | | | 6 |
| | Coal scuttles: | | | | | | | | | | | | |
| 7 | 16-inch, galvanized, number ..... | 68 | **.25** | .... | .26 | ..... | .27 | .27 | .30 | .25 | .... | .32 | 7 |
| 8 | 20-inch, galvanized, number ..... | 12 | **.42** | .... | ..... | ..... | .... | .33 | ..... | .30 | .... | .... | 8 |
| | Dampers, stovepipe: | | | | | | | | | | | | |
| 9 | 6-inch .....No.. | 196 | .06¼ | .55 | ..... | .07 | .05¾ | .065 | .06 | **.05** | .... | .09 | 9 |
| 10 | 7-inch .....do... | 20 | .09 | .... | ..... | .10 | .... | .09 | **.07** | .... | .... | .... | 10 |
| | Elbows, stovepipe: | | | | | | | | | | | | |
| 11 | Size 6-inch, 4 pieces, No. 26 iron, packed in cases.....No.. | 338 | .07 | .... | .1450 | ..... | .08 | **.09** | .07 | .... | .... | .... | 11 |
| 12 | Size 7-inch, 4 pieces, No. 26 iron, packed in cases.....No.. | 24 | .10 | .... | ..... | ..... | .... | **.15** | ..... | .... | .... | .... | 12 |
| | Furnace: | | | | | | | | | | | | |
| 13 | For 40-gallon portable caldron...No.. | 1 | ..... | .... | ..... | ..... | .... | a**20.00** | ..... | .... | .... | .... | 13 |
| 14 | | | | | | | | a 12.50 | | | | | 14 |
| 15 | | | | | | | | b**20.50** | | | | | 15 |
| 16 | | | | | | | | b 13.00 | | | | | 16 |
| 17 | | | | | | | | | | | | | 17 |
| 18 | For 90-gallon portable caldrons..No.. | 3 | ..... | .... | ..... | ..... | .... | a**40.00** | ..... | .... | .... | .... | 18 |
| 19 | | | | | | | | b**41.00** | | | | | 19 |
| | Ovens, Dutch, cast-iron, deep pattern: | | | | | | | | | | | | |
| 20 | 10 inches diameter inside, crated..No.. | 5 | .67 | .... | ..... | .60 | .... | **.55** | ..... | .... | .63 | .... | 20 |
| 21 | 15 inches diameter inside, crated..No.. | 32 | **1.10** | .... | ..... | ..... | .... | 1.25 | ..... | .... | .... | .... | 21 |
| | Pipe, stove, patent: | | | | | | | | | | | | |
| 22 | 6-inch, No. 26 iron, cut, punched, and formed to shape; nested in bundles, with necessary rivets, crated ..joints.. | 1,818 | .125 | .... | .1350 | ..... | .... | **.135** | ..... | .... | .... | .... | 22 |
| 23 | | | | | | | | .125 | | | | | 23 |
| 24 | | | | | | | | .13 | | | | | 24 |
| 25 | 7-inch, No. 26 iron, cut, punched, and formed to shape; nested in bundles, with necessary rivets, crated ..joints.. | 300 | ..... | .... | ..... | ..... | .... | **.225** | .14¼ | .... | .... | .... | 25 |
| 26 | Polish, stove.....doz.. | 76 | .77 | .... | ..... | ..... | **.75** | ..... | .175 | .45 | .... | .... | 26 |
| 27 | | | 1.50 | | | | | | | | | | 27 |

a Not crated. b Crated. c Crating $2 extra.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.—Continued.

| Number | CLASS No. 16. STOVES, PIPE, HOLLOW WARE, ETC.—continued. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, jr. | Oscar S. Levy. | Francis J. Baker. | Harry Unna. | Henry M. Holbrook. | Alonzo A. Watkins. | Andrew Carrigan. | Andrew B. C. Dohrman. | Henry Seller. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | | | |
| | Stoves, box, heating, wood: | | | | | | | | | | | | |
| 28 | 24 inches long, to weigh not less than 110 pounds....No.. | **23** | ..... | .... | ..... | *g* 4.92 | ..... | *a* 5.00<br>*b* 5.25 | *d* **4.74** | ..... | ..... | ..... | 28<br>29 |
| 29<br>30 | 27 inches long, to weigh not less than 130 pounds.....No.. | **31** | ..... | .... | ..... | *g* 5.70 | ..... | *a* 6.00<br>*b* 6.25 | *d* **5.52** | ..... | ..... | ..... | 30<br>31 |
| 31<br>32 | 32 inches long, to weigh not less than 145 pounds.....No.. | **11** | ..... | .... | ..... | *g* 6.30 | ..... | *a* **7.50**<br>*b* 7.75 | *e* 7.59 | ..... | ..... | ..... | 32<br>33 |
| 33<br>34 | 37 inches long, to weigh not less than 190 pounds.....No.. | **21** | ..... | .... | ..... | *g* **9.00** | ..... | *a* 11.00<br>*b* 11.50 | *f* 9.25 | ..... | ..... | ..... | 34<br>35 |
| 35 | | | | | | | | | | | | | |

*a* Not crated. *b* Crated. *d* Crating, 50 cents extra. *e* Crating, 60 cents extra.
*f* Crating, 75 cents extra. *g* Crating heating and box stoves, 25 cents each.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates of which contracts have been awarded.]

STOVES, PIPE, HOLLOW WARE, ETC.—Continued.

| Number. | CLASS No. 16. STOVES, PIPE, HOLLOW WARE, ETC.—continued. | Quantity awarded. | Francis J. Baker. | Henry M. Holbrook. | | Alonzo A. Watkins. | | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | |
| | Stoves, cooking, coal: | | | | | | | |
| 1 | 7-inch, with iron and tin, or wrought steel and tin furniture, complete; oven not less than 16 by 16 by 10 inches; to weigh not less than 200 pounds without furniture...No.. | 1 | g 13.50 | a **16.00** | b **16.50** | c 16.85 | e 15.25 | 1 |
| 2 | 8-inch, with iron and tin, or wrought steel and tin furniture, complete; ovens not less than 18 by 18 by 11 inches; to weigh not less than 240 pounds without furniture...No.. | 2 | ..... | a 21.00 | b 21.50 | d **19.59** | d 20.28 | 2 |
| 3 | 9-inch, with iron and tin, or wrought steel and tin furniture, complete; ovens not less than 19 by 19 by 12 inches; to weigh not less than 280 pounds without furniture...No.. | 7 | ..... | a **23.00** | b **23.50** | d 23.10 | d 23.50 | 3 |
| | Stoves, cooking, wood: | | | | | | | |
| 4 | 6-inch, with iron and tin, or wrought steel and tin furniture, complete; length of wood 20 inches; ovens not less than 14 by 16 by 11 inches; to weigh not less than 180 pounds without furniture.....No.. | 5 | g 13.25 | a 15.00 | b 15.50 | c **13.65** | ..... | 4 |
| 5 | 8-inch, with iron and tin, or wrought steel and tin furniture, complete; length of wood 24 inches; ovens not less than 19 by 20 by 13 inches; to weigh not less than 270 pounds without furniture.....No.. | 33 | g 18.50 | a 19.50 | b 20.00 | d **18.59** | ..... | 5 |
| 6 | 9-inch, with iron and tin, or wrought steel and tin furniture, complete; length of wood 26 inches; ovens not less than 21 by 22 by 14 inches; to weigh not less than 310 pounds without furniture.....No.. | 9 | g 20.50 | a 22.00 | b 22.50 | d **21.60** | ..... | 6 |
| | Stoves, heating, coal: | | | | | | | |
| 7 | 14-inch cylinder, to weigh not less than 135 pounds .....No.. | 24 | g **7.25** | a 7.50 | b 8.00 | d 8.05 | ..... | 7 |
| 8 | 16-inch cylinder, to weigh not less than 175 pounds .....No.. | 10 | g **9.25** | a 10.00 | b 10.50 | d 10.50 | ..... | 8 |
| | Stoves, heating, wood, sheet-iron: | | | | | | | |
| 9 | 32-inch, with outside rods.....No.. | 2 | g 11.50 | ..... | ..... | e **12.00** | ..... | 9 |
| 10 | 37-inch, with outside rods ....do... | 10 | g 12.00 | ..... | ..... | e **12.50** | ..... | 10 |
| 11 | Stoves, heating, combined coal and wood, 22 inches diameter, 24-inch heavy steel drum, to weigh not less than 285 pounds .....No.. | 10 | g **22.50** | b 25.00 | ..... | f 24.00 | f 22.00 | 11 |
| | Stoves, coal, laundry, for heating irons, as follows: | | | | | | | |
| 12 | Stoves for 18 irons.....No.. | 1 | g **15.00** | 25.00 | ..... | ..... | ..... | 12 |
| 13 | For 28 irons.....do... | 1 | g 25.00 | **25.00** | ..... | ..... | ..... | 13 |
| 14 | For 38 irons.....do... | 7 | ..... | **25.00** | ..... | ..... | ..... | 14 |
| 15 | | | | 50.00 | | | | 15 |

a Not crated. b Crated. c Crating, 75 cents extra. d Crating, $1 extra.
e Crating, 65 cents extra. f Crating $1.50 extra.
g Crating cooking stoves, 50 cents each.
Crating heating and box stoves, 25 cents each

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARDWARE.

| Number. | CLASS No. 17. HARDWARE. | Quantity awarded. | Joseph Sloss. | Cornelius H. Chase. | Charles A. Schieren & Co. | Harry B. Lyford. | Richard H. Grey. | Oscar S. Levy. |
|---|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | | |
| 1 | Adzes, c. s., house carpenter's, 4½-inch, square head ....No.. | 4 | 1.12 | ..... | ..... | ..... | ..... | ..... |
| 2 | Anvil, wrought-iron, steel face, 100-pound, per pound ....No.. | 2 | .085 | ..... | ..... | ..... | .08¼ | ..... |
| | Augers: | | | | | | | |
| 3 | 1-inch, c. s., cut with nut ....do... | 2 | .25 | ..... | ..... | ..... | ..... | ..... |
| 4 | 1¼-inch, c. s., cut with nut ....do... | 2 | .28 | ..... | ..... | ..... | ..... | ..... |
| 5 | 1½-inch, c. s., cut with nut ....do... | 2 | .35 | ..... | ..... | ..... | ..... | ..... |
| 6 | 2-inch, c. s., cut with nut ....do... | 4 | .48 | ..... | ..... | ..... | ..... | ..... |
| 7 | C. s., hollow, adjustable, to cut ⅝ to 1 inch ....No.. | 6 | 8.15 | ..... | ..... | ..... | ..... | ..... |
| | Axes: | | | | | | | |
| 8 | Assorted, 3½ to 4½ pounds, Yankee pattern, inserted or overlaid steel, doz.. | 182 | 7.00 | ..... | ..... | 6.31 | 7.50 | ..... |
| 9 | | | 6.65 | | | | | |
| 10 | | | 6.75 | | | | | |
| 11 | C. s., broad, 12-inch cut, single bevel, steel head ....No.. | 2 | 1.58 | ..... | ..... | ..... | ..... | ..... |
| 12 | C. s., hunter's, inserted or overlaid steel, handled ....No.. | 41 | .29 | ..... | ..... | ..... | ..... | ..... |
| 13 | | | .35 | | | | | |
| 14 | | | .40 | | | | | |
| 15 | Babbitt metal, medium quality ....lbs.. | 375 | **.05** | ..... | ..... | ..... | .0895 | ..... |
| 16 | Bellows, blacksmith's, 38-inch, standard ....No.. | *7 | 8.50 | ..... | ..... | ..... | 14.99 | ..... |
| 17 | Bells: | | | | | | | |
| 18 | Cow, wrought ....do... | 6 | .13 | ..... | ..... | ..... | ..... | ..... |
| 19 | Hand, No. 8, polished ....do... | 10 | .60 | ..... | ..... | ..... | ..... | ..... |
| 20 | School, with fixtures for hanging; bell to weigh 400 to 425 pounds..No.. | 2 | ..... | ..... | ..... | ..... | ..... | ..... |
| | Belting, leather: | | | | | | | |
| 21 | 1-inch ....feet.. | 16 | .048 | .048 | .045 | ..... | ..... | ..... |
| 22 | | | | | .05 | | | |
| 23 | 1¼-inch ....do... | 75 | .083 | .082 | .078 | ..... | ..... | ..... |
| 24 | | | | | .087 | | | |
| 25 | 1½-inch ....do... | 50 | .10 | **.095** | .099 | ..... | ..... | ..... |
| 26 | | | | | .105 | | | |
| 27 | 2-inch ....do... | 200 | .117 | .11 | .11 | ..... | ..... | ..... |
| 28 | | | | | .123 | | | |
| 29 | 2½-inch ....do... | 150 | .151 | .144 | .143 | ..... | ..... | ..... |
| 30 | | | | | .159 | | | |
| 31 | 3-inch ....do... | 540 | .182 | .173 | .173 | ..... | ..... | ..... |
| 32 | | | | | .192 | | | |
| 33 | 3½-inch ....do... | 50 | .217 | .206 | .205 | ..... | ..... | ..... |
| 34 | | | | | .228 | | | |
| 35 | 4-inch ....do... | 364 | .248 | .235 | .235 | ..... | ..... | ..... |
| 36 | | | | | .261 | | | |
| 37 | 4½-inch ....do... | 183 | .279 | .265 | .265 | ..... | ..... | ..... |
| 38 | | | | | .294 | | | |
| 39 | 5-inch ....do... | 140 | .311 | .295 | .294 | ..... | ..... | ..... |
| 40 | | | | | .287 | | | |
| 41 | 6-inch ....do... | 110 | .376 | .357 | .356 | ..... | ..... | ..... |
| 42 | | | | | .396 | | | |
| 43 | 12-inch ....do... | 62 | .752 | .95 | .713 | ..... | ..... | ..... |
| 44 | | | | | .792 | | | |
| | Belting, rubber: | | | | | | | |
| 45 | 3-ply, 4-inch ....do... | 50 | .085 | .09 | ..... | ..... | ..... | **.082** |
| 46 | | | | | | | | |
| 47 | | | | | | | | |
| 48 | 3-ply, 6-inch ....do... | 320 | **.13** | .141 | ..... | ..... | ..... | .1334 |
| 49 | | | | | | | | |
| 50 | | | | | | | | |
| 51 | 4-ply, 8-inch ....do... | 140 | **.21** | .226 | ..... | ..... | ..... | .2095 |
| 52 | | | | | | | | |
| 53 | | | | | | | | |
| 54 | 4-ply, 12-inch ....do... | 117 | .39 | .38 | ..... | ..... | ..... | **.31** |
| 55 | | | | | | | | |
| 56 | | | | | | | | |

*No award.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE.

| Harry Unna. | Henry C. Norton. | Andrew Carrigan. | Charles F. Webber. | Alexander Hamilton. | Lloyd Scovel Iron Co. | Charles M. Wiggin. | Aubrey T. Dunbar. | Ellis H. Parish. | Bowers Rubber Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | |
| ..... | ..... | **1.10** | ..... | 1.15 | ..... | ..... | ..... | ..... | ..... | 1 |
| ..... | ..... | .08 | ..... | **.08** | .08 | ..... | ..... | ..... | ..... | 2 |
| ..... | ..... | **.23** | ..... | .28 | ..... | ..... | ..... | ..... | ..... | 3 |
| ..... | ..... | **.26** | ..... | .30 | ..... | ..... | ..... | ..... | ..... | 4 |
| ..... | ..... | **.33** | ..... | .42 | ..... | ..... | ..... | ..... | ..... | 5 |
| ..... | ..... | **.48** | ..... | .55 | ..... | ..... | ..... | ..... | ..... | 6 |
| ..... | ..... | **1.00** | ..... | 3.00 | ..... | ..... | ..... | ..... | ..... | 7 |
| 8.95 | ..... | 6.87 | ..... | 6.40 | ..... | ..... | ..... | ..... | ..... | 8 |
| 10.50 | | 6.25 | | **6.15** | | | | | | 9 |
| | | | | | | | | | | 10 |
| ..... | ..... | 1.55 | ..... | **1.45** | ..... | ..... | ..... | ..... | ..... | 11 |
| .44 | ..... | [a] **5.15** | ..... | .48 | ..... | ..... | ..... | ..... | ..... | 12 |
| | | | | | | | | | | 13 |
| | | | | | | | | | | 14 |
| ..... | ..... | .05¼ | ..... | .06 | .12 | ..... | ..... | ..... | ..... | 15 |
| ..... | ..... | 6.90 | ..... | 20.00 | 10.00 | ..... | ..... | ..... | ..... | 16 |
| | | | | | 16.80 | | | | | 17 |
| ..... | ..... | .20 | ..... | **.17** | ..... | ..... | ..... | ..... | ..... | 18 |
| ..... | ..... | .52 | ..... | **.51** | ..... | ..... | ..... | ..... | ..... | 19 |
| ..... | ..... | ..... | 32.50 | ..... | ..... | **28.50** | ..... | ..... | ..... | 20 |
| ..... | ..... | **.04** | ..... | .07 | ..... | ..... | ..... | ..... | ..... | 21 |
| | | | | | | | | | | 22 |
| ..... | ..... | **.083** | ..... | .085 | ..... | ..... | ..... | ..... | ..... | 23 |
| | | | | | | | | | | 24 |
| ..... | ..... | .10 | ..... | .10 | ..... | ..... | ..... | ..... | ..... | 25 |
| | | | | | | | | | | 26 |
| ..... | .115 | .117 | ..... | **.10** | ..... | ..... | ..... | ..... | ..... | 27 |
| | | | | | | | | | | 28 |
| ..... | .15 | .151 | ..... | **.12** | ..... | ..... | ..... | ..... | ..... | 29 |
| | | | | | | | | | | 30 |
| ..... | .18 | .18¼ | ..... | **.155** | ..... | ..... | ..... | ..... | ..... | 31 |
| | | | | | | | | | | 32 |
| ..... | .215 | [b] **.14** | ..... | .18 | ..... | ..... | ..... | ..... | ..... | 33 |
| | | | | | | | | | | 34 |
| ..... | .245 | [b] **.16** | ..... | .21 | ..... | ..... | ..... | ..... | ..... | 35 |
| | | | | | | | | | | 36 |
| ..... | .28 | [b] **.17** | ..... | .25 | ..... | ..... | ..... | ..... | ..... | 37 |
| | | | | | | | | | | 38 |
| ..... | .31 | [b] **.20** | ..... | .27 | ..... | ..... | ..... | ..... | ..... | 39 |
| | | | | | | | | | | 40 |
| ..... | .37 | [b] **.24** | ..... | .33 | ..... | ..... | ..... | ..... | ..... | 41 |
| | | | | | | | | | | 42 |
| ..... | .90 | [c] **.75** | ..... | .82 | ..... | ..... | ..... | ..... | ..... | 43 |
| | | | | | | | | | | 44 |
| ..... | .12½ | .13 | ..... | .11¾ | ..... | ..... | .14 | .12 | .16 | 45 |
| | | | | | | | | | .12 | 46 |
| | | | | | | | | | .085 | 47 |
| ..... | .18¾ | .25 | ..... | .175 | ..... | ..... | .20 | .18 | .24 | 48 |
| | | | | | | | | | .185 | 49 |
| | | | | | | | | | .13 | 50 |
| ..... | .30½ | .31 | ..... | .39 | ..... | ..... | .30 | .30 | .38 | 51 |
| | | | | | | | | | .305 | 52 |
| | | | | | | | | | .21 | 53 |
| ..... | .46¾ | .975 | ..... | .435 | ..... | ..... | .38 | .47 | .59 | 54 |
| | | | | | | | | | .47 | 55 |
| | | | | | | | | | .325 | 56 |

[a] Per dozen. [b] Standard brand. [c] Crown brand.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in bold type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Harry Unna. | Andrew Carrigan. | Alexander Hamilton. | Lloyd Scovel Iron Co. | Richard H. Grey. | Henry Seller. | James A. Snook. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | To be delivered in San Francisco, Cal. | | | | | | | | |
| | Bits, auger, c. s., Jennings's pattern, extension lip: | | | | | | | | | | |
| 1 | 1/4-inch ..... doz.. | 9 9/12 | 1.10 | 1.31 | 1.40 | **.90** | 1.20 | ..... | ..... | ..... | 1 |
| 2 | 5/16-inch ..... do... | 8 | 1.25 | 1.31 | 1.40 | **1.02** | 1.36 | ..... | ..... | ..... | 2 |
| 3 | 3/8-inch ..... do... | 7 7/12 | 1.40 | 1.62 | 1.50 | **1.13** | 1.52 | ..... | ..... | ..... | 3 |
| 4 | 7/16-inch ..... do... | 8 4/12 | 1.60 | 1.84 | 1.50 | **1.31** | 1.76 | ..... | ..... | ..... | 4 |
| 5 | 1/2-inch ..... do... | 8 1/12 | 1.75 | 2.02 | 1.60 | **1.43** | 1.92 | ..... | ..... | ..... | 5 |
| 6 | 9/16-inch ..... do... | 8 4/12 | 1.90 | 2.21 | 1.70 | **1.55** | 2.08 | ..... | ..... | ..... | 6 |
| 7 | 5/8-inch ..... do... | 6 8/12 | 2.05 | 2.43 | 1.80 | **1.67** | 2.24 | ..... | ..... | ..... | 7 |
| 8 | 11/16-inch ..... do... | 7 | 2.25 | 2.68 | 2.00 | **1.82** | 2.44 | ..... | ..... | ..... | 8 |
| 9 | 3/4-inch ..... do... | 6 4/12 | 2.40 | 2.84 | 2.20 | **1.97** | 2.64 | ..... | ..... | ..... | 9 |
| 10 | 13/16-inch ..... do... | 7 | 2.60 | 3.15 | 2.40 | **2.15** | 2.88 | ..... | ..... | ..... | 10 |
| 11 | 7/8-inch ..... do... | 6 8/12 | 2.85 | 3.39 | 2.60 | **2.33** | 3.12 | ..... | ..... | ..... | 11 |
| 12 | 1-inch ..... do... | 6 4/12 | 3.25 | 3.86 | 3.20 | **2.79** | 3.60 | ..... | ..... | ..... | 12 |
| | Bits, twist-drill, for metal: | | | | | | | | | | |
| 13 | For brace, square shank, assorted, 1/16 to 1/2 inch by 32ds ..... sets.. | 21 | 1.10 | ..... | .95 | 2.10 | ..... | ..... | 2.00 | ..... | 13 |
| 14 | Straight shank, for lathe and machine chucks, assorted, 1/8 to 1/2 inch by 32ds ..... sets.. | 8 | **1.80** | ..... | 1.80 | 2.30 | ..... | ..... | 2.35 | ..... | 14 |
| 15 | Bits, gimlet, double-cut, or German pattern, assorted, 1/4 to 1/2 inch... doz.. | 11 | .45 | .60 | .50 | **.30** | ..... | ..... | .75 | ..... | 15 |
| 16 | Bolt cutters ..... No.. | 5 | **1.95** | ..... | 2.00 | 2.00 | 3.50 | ..... | ..... | ..... | 16 |
| 17 | | | | | | | 3.35 | | | | 17 |
| | | | | | | | 5.00 | | | | 18 |
| 18 | Bolts, carriage, per 100: | | | | | | | | | | |
| 19 | 1/4 by 1 ..... No.. | 650 | .39 | ..... | **.38** | .39 | .50 | .399 | ..... | .55 | 19 |
| 20 | 1/4 by 1 1/2 ..... do... | 1,950 | .39 | ..... | **.38** | .39 | .50 | .399 | ..... | .60 | 20 |
| 21 | 1/4 by 2 ..... do... | 1,650 | .42 | ..... | **.41** | .42 | .54 | .409 | ..... | .61 | 21 |
| 22 | 1/4 by 2 1/2 ..... do... | 1,750 | .46 | ..... | **.44** | .445 | .58 | .459 | ..... | .70 | 22 |
| 23 | 1/4 by 3 ..... do... | 1,650 | .48 | ..... | **.47** | .475 | .62 | .489 | ..... | .74 | 23 |
| 24 | 1/4 by 3 1/2 ..... do... | 900 | .51 | ..... | **.50** | .505 | .66 | .519 | ..... | .78 | 24 |
| 25 | 1/4 by 4 ..... do... | 1,000 | .55 | ..... | .54 | **.535** | .70 | .549 | ..... | .80 | 25 |
| 26 | 3/8 by 1 1/2 ..... do... | 725 | .63 | ..... | **.61** | .615 | .80 | .589 | ..... | .99 | 26 |
| 27 | 3/8 by 2 ..... do... | 1,525 | .69 | ..... | **.66** | .675 | .88 | .589 | ..... | .99 | 27 |
| 28 | 3/8 by 2 1/2 ..... do... | 1,425 | .75 | ..... | **.73** | .74 | .96 | .639 | ..... | 1.00 | 28 |
| 29 | 3/8 by 3 ..... do... | 2,225 | .82 | ..... | **.79** | .80 | 1.04 | .689 | ..... | 1.19 | 29 |
| 30 | 3/8 by 4 ..... do... | 1,900 | .95 | ..... | **.91** | .92 | 1.20 | .799 | ..... | 1.39 | 30 |
| 31 | 3/8 by 5 ..... do... | 1,200 | 1.07 | ..... | **1.03** | 1.045 | 1.36 | 899 | ..... | 1.54 | 31 |
| 32 | 3/8 by 6 ..... do... | 1,250 | 1.20 | ..... | **1.15** | 1.17 | 1.52 | 1.01 | ..... | 1.74 | 32 |
| 33 | 1/2 by 4 ..... do... | 1,045 | 1.45 | ..... | **1.39** | 1.40 | 1.83 | 1.31 | ..... | ..... | 33 |
| 34 | 1/2 by 5 ..... do... | 925 | 1.63 | ..... | **1.56** | 1.57 | 2.05 | 1.46 | ..... | ..... | 34 |
| 35 | 1/2 by 6 ..... do... | 945 | 1.80 | ..... | **1.72** | 1.73 | 2.27 | 1.61 | ..... | ..... | 35 |
| 36 | 1/2 by 7 ..... do... | 325 | 1.98 | ..... | **1.89** | 1.90 | 2.49 | 1.76 | ..... | ..... | 36 |
| 37 | 1/2 by 8 ..... do... | 455 | 2.15 | ..... | **2.06** | 2.07 | 2.71 | 1.92 | ..... | ..... | 37 |
| 38 | 1/2 by 9 ..... do... | 325 | 2.33 | ..... | 2.23 | **2.07** | 2.93 | 2.07 | ..... | ..... | 38 |
| 39 | 1/2 by 10 ..... do... | 350 | 2.51 | ..... | **2.40** | 2.41 | 3.15 | 2.22 | ..... | ..... | 39 |
| 40 | 1/2 by 11 ..... do... | 110 | 2.68 | ..... | **2.56** | 2.58 | 3.37 | 2.41 | ..... | ..... | 40 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued, | Quantity awarded. | Joseph Sloss. | Richard H. Grey. | Andrew Carrigan. | Alexander Hamilton. | Lloyd Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | To be delivered in San Francisco, Cal. | | | | | |
| 1 | Bolts, carriage, ½ by 12, per 100 .....No.. | **230** | 2.86 | 2.52 | **2.73** | 2.75 | 3.59 | 1 |
| | Bolts, door, wrought-iron barrel: | | | | | | | |
| 2 | 5-inch .....doz.. | **7** $\frac{4}{12}$ | .60 | ..... | .62 | **.55** | ..... | 2 |
| 3 | 8-inch .....do... | **5** $\frac{4}{12}$ | **1.35** | ..... | 1.44 | 1.40 | ..... | 3 |
| 4 | Bolts, shutter, wrought-iron, 10-inch.....do... | **5** | 2.10 | ..... | **1.70** | 2.00 | ..... | 4 |
| | Bolts, square head and nut, per 100: | | | | | | | |
| 5 | ¼ by 1 .....No.. | **160** | .62 | .58 | .68 | **.61** | .77 | 5 |
| 6 | ¼ by 1½.....do... | **320** | .62 | .58 | .68 | **.61** | .77 | 6 |
| 7 | ¼ by 2.....do... | **625** | .63 | .62 | .71 | **.64** | .80 | 7 |
| 8 | ¼ by 2½.....do... | **325** | .67 | .64 | .74 | **.66** | .85 | 8 |
| 9 | ¼ by 3.....do... | **570** | .70 | .68 | .77 | **.69** | .86 | 9 |
| 10 | ¼ by 3½.....do... | **175** | .72 | .71 | .80 | **.72** | .90 | 10 |
| 11 | $\frac{5}{16}$ by 1.....do... | **10** | .73 | .70 | .80 | **.72** | .90 | 11 |
| 12 | $\frac{5}{16}$ by 1½.....do... | **460** | .73 | .70 | .80 | **.72** | .90 | 12 |
| 13 | $\frac{5}{16}$ by 2.....do... | **725** | .76 | .74 | .84 | **.76** | .95 | 13 |
| 14 | $\frac{5}{16}$ by 2½.....do... | **625** | **.80** | .78 | .89 | .80 | 1.00 | 14 |
| 15 | $\frac{5}{16}$ by 3.....do... | **975** | .85 | .82 | .94 | **.85** | 1.07 | 15 |
| 16 | $\frac{5}{16}$ by 3½.....do... | **575** | .90 | .86 | .99 | **.89** | 1.12 | 16 |
| 17 | $\frac{5}{16}$ by 4.....do... | **875** | **.93** | .90 | 1.04 | .935 | 1.17 | 17 |
| 18 | $\frac{5}{16}$ by 4½.....do... | **250** | .98 | .94 | 1.08 | **.98** | 1.23 | 18 |
| 19 | $\frac{5}{16}$ by 5.....do... | **380** | **1.00** | .98 | 1.13 | 1.02 | 1.28 | 19 |
| 20 | ⅜ by 2.....do... | **520** | **.92** | .91 | 1.02 | .92 | 1.15 | 20 |
| 21 | ⅜ by 2½.....do... | **475** | .98 | .96 | 1.08 | **.98** | 1.22 | 21 |
| 22 | ⅜ by 3.....do... | **375** | **1.03** | 1.00 | 1.15 | 1.03 | 1.30 | 22 |
| 23 | ⅜ by 3½.....do... | **350** | 1.10 | 1.06 | 1.21 | **1.09** | 1.37 | 23 |
| 24 | ⅜ by 4.....do... | **625** | 1.15 | 1.10 | 1.28 | **1.15** | 1.44 | 24 |
| 25 | ⅜ by 4½.....do... | **350** | 1.20 | 1.15 | 1.34 | **1.20** | 2.52 | 25 |
| 26 | ⅜ by 5.....do... | **575** | **1.26** | 1.20 | 1.40 | 1.27 | 1.60 | 26 |
| 27 | ⅜ by 5½.....do... | **150** | 1.33 | 1.35 | 1.47 | **1.32** | 1.65 | 27 |
| 28 | ⅜ by 6.....do... | **925** | **1.38** | 1.35 | 1.53 | 1.38 | 1.72 | 28 |
| 29 | ⅜ by 7.....do... | **225** | **1.48** | 1.39 | 1.66 | 1.49 | 1.88 | 29 |
| 30 | ⅜ by 8.....do... | **425** | **1.60** | 1.48 | 1.79 | 1.63 | 2.02 | 30 |
| 31 | $\frac{7}{16}$ by 3.....do... | **200** | 1.22 | 1.22 | 1.36 | **1.22** | 1.53 | 31 |
| 32 | $\frac{7}{16}$ by 3½.....do... | **300** | 1.30 | 1.30 | 1.44 | **1.29** | 1.62 | 32 |
| 33 | $\frac{7}{16}$ by 4.....do... | **475** | 1.38 | 1.34 | 1.52 | **1.36** | 1.70 | 33 |
| 34 | $\frac{7}{16}$ by 4½.....do... | **50** | 1.45 | 1.40 | 1.60 | **1.44** | 1.80 | 34 |
| 35 | $\frac{7}{16}$ by 5.....do... | **250** | **1.50** | 1.50 | 1.68 | 1.51 | 1.90 | 35 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Richard H. Grey. | Harry Unna. | Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | |
| | Bolts, square head and nut, per 100: | | | | | | | | |
| 1 | 7/16 by 6 ....No.. | **175** | 1.65 | 1.60 | ..... | 1.84 | **1.65** | 2.07 | 1 |
| 2 | 7/16 by 7 ....do... | **200** | 1.80 | 1.70 | ..... | 2.00 | **1.80** | 2.25 | 2 |
| 3 | ½ by 3½ ....do... | **275** | **1.66** | 1.66 | ..... | 1.85 | 1.67 | 2.09 | 3 |
| 4 | ½ by 4 ....do... | **475** | **1.75** | 1.74 | ..... | 1.96 | 1.76 | 2.20 | 4 |
| 5 | ½ by 5 ....do... | **275** | **1.95** | 1.90 | ..... | 2.16 | 1.95 | 2.44 | 5 |
| 6 | ½ by 6 ....do... | **400** | 2.15 | 2.04 | ..... | 2.37 | **2.13** | 2.65 | 6 |
| 7 | ½ by 7 ....do... | **100** | **2.35** | 2.20 | ..... | 2.58 | 2.52 | 2.90 | 7 |
| 8 | ½ by 8 ....do... | **225** | 2.55 | 2.48 | ..... | 2.79 | **2.51** | 3.15 | 8 |
| 9 | ½ by 9 ....do... | **100** | 2.70 | ..... | ..... | 3.00 | **2.70** | 3.38 | 9 |
| 10 | ½ by 10 ....do... | **225** | 2.90 | ..... | ..... | 3.20 | **2.88** | 3.60 | 10 |
| | Bolts, tire, per 100: | | | | | | | | |
| 11 | 5/16 by 1½ ....do... | **450** | .15 | .25 | ..... | .13 | **.13** | .15 | 11 |
| 12 | 5/16 by 1¾ ....do... | **1,450** | .16 | .27 | ..... | **.137** | .14 | .16 | 12 |
| 13 | 5/16 by 2 ....do... | **1,350** | .17 | .29 | ..... | .15 | **.15** | .18 | 13 |
| 14 | ¼ by 1½ ....do... | **275** | .23 | .33 | ..... | .21 | **.20** | .24 | 14 |
| 15 | ¼ by 2 ....do... | **1,075** | .25 | .37 | ..... | **.22½** | .23 | .26 | 15 |
| 16 | ¼ by 2½ ....do... | **1,025** | .28 | .41 | ..... | **.248** | .25 | .29 | 16 |
| 17 | ¼ by 3 ....do... | **50** | .29 | .45 | ..... | **.27** | .27 | .31 | 17 |
| 18 | 3/8 by 2 ....do... | **200** | .35 | .48 | ..... | **.316** | .40 | .37 | 18 |
| 19 | 3/8 by 2½ ....do... | **400** | .40 | .53 | ..... | **.34½** | .43 | .40 | 19 |
| 20 | 3/8 by 3 ....do... | **400** | .43 | .59 | ..... | **.38** | .52 | .44 | 20 |
| 21 | 3/8 by 3½ ....do... | **550** | .45 | .65 | ..... | **.42** | .54 | .47 | 21 |
| 22 | Bolts, window, spring, cast-brass bolt, screw socket ....doz.. | **35** | ..... | ..... | ..... | ..... | **.37** | ..... | 22 |
| 23 | Braces, iron, ratchet, 10-inch sweep, steel jaws ....No.. | **24** | **.50** | ..... | .50 | .69 | 1.50 | ..... | 23 |
| 24 | | | .55 | | .64 | | | | 24 |
| | Brads, steel, wire: | | | | | | | | |
| 25 | ½-inch ....lbs.. | **46** | **.091** | ..... | ..... | .10½ | .09½ | ..... | 25 |
| 26 | ¾-inch ....do... | **27** | **.06** | ..... | ..... | .074 | .06½ | ..... | 26 |
| 27 | 1-inch ....do... | **56** | .047 | ..... | ..... | .057 | **.045** | ..... | 27 |
| 28 | 1¼-inch ....do... | **62** | .045 | ..... | ..... | .048 | **.04½** | ..... | 28 |
| 29 | 1½-inch ....do... | **52** | .042 | ..... | ..... | .043 | **.04** | ..... | 29 |
| | Butts, brass, narrow: | | | | | | | | |
| 30 | 1½-inch ....doz. prs.. | **23** | .19 | ..... | ..... | ..... | **.18** | ..... | 30 |
| 31 | 2-inch ....do... | **23** | .29 | ..... | ..... | ..... | **.28** | ..... | 31 |
| 32 | 2½-inch ....do... | **19** | .51 | ..... | ..... | ..... | **.49** | ..... | 32 |
| | Butts, door, loose pin, wrought iron: | | | | | | | | |
| 33 | 2½ by 2 inches ....doz. prs.. | **13** | .47 | ..... | ..... | **.45** | .48 | ..... | 33 |
| 34 | 3 by 2½ inches ....do... | **12** | **.63** | ..... | ..... | .67 | .64 | ..... | 34 |
| 35 | 3 by 3 inches ....do... | **30** | **.68** | ..... | .84 | .74 | .70 | ..... | 35 |
| 36 | 3½ by 3 inches ....do... | **12** | **.99** | ..... | ..... | 1.00 | .97 | ..... | 36 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Thomas R. Hayes. | Harry Unna. | Henry Seller. | Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | |
| | Butts, door, loose pin, wrought iron: | | | | | | | | | |
| 1 | 3½ by 3½ inches ....doz. prs.. | 22 | **1.00** | ..... | 1.23 | ..... | 1.09 | 1.02 | ..... | 1 |
| 2 | 4 by 3½ inches .....do... | 5 | **1.13** | ..... | ..... | ..... | 1.30 | 1.26 | ..... | 2 |
| 3 | 4 by 4 inches .....do... | 6 4/12 | **1.15** | ..... | 1.48 | ..... | 1.35 | 1.26 | ..... | 3 |
| 4 | 4½ by 4½ inches .....do... | 6 | **1.60** | ..... | 1.91 | ..... | 1.70 | 1.59 | ..... | 4 |
| | Calipers: | | | | | | | | | |
| 5 | Outside, 8-inch.....No.. | 18 | **.12** | ..... | ..... | ..... | .14 | .23 | ..... | 5 |
| 6 | Inside, 8-inch.....do... | 27 | **.12** | ..... | ..... | ..... | .14 | .23 | ..... | 6 |
| 7 | Cards, cattle.....do... | 6 | **.06** | .11 | ..... | ..... | .06 | .05 | ..... | 7 |
| 8 | Catches, iron, cupboard ...do... | 305 | .03¼ | ..... | **.029** | ..... | .03 | .03¼ | ..... | 8 |
| 9 | | | .05 | | .032 | | | | | 9 |
| | Chain, log, short links, with swivel, ordinary hook and grab hook, per pound: | | | | | | | | | |
| 10 | ⅝-inch.....No.. | 1 | .059 | ..... | ..... | ..... | ..... | **.04½** | ..... | 10 |
| 11 | ½-inch .....do... | 5 | .052 | ..... | ..... | ..... | ..... | **.03½** | ..... | 11 |
| | Chains: | | | | | | | | | |
| 12 | Trace, No. 2, 6½ feet, 10 links to the foot, full size ..prs.. | 71 | .46 | .60 | ..... | ..... | .52 | **.38** | ..... | 12 |
| 13 | Well, 24 inches long, with hook and ring.....No.. | 40 | .15 | ..... | ..... | ..... | **.06** | ..... | ..... | 13 |
| | Chalk: | | | | | | | | | |
| 14 | Carpenter's, assorted colors, gross ..... | 10 4/12 | .66 | ..... | ..... | ..... | .625 | **.55** | ..... | 14 |
| 15 | Lines, medium size....doz.. | 38 | .12 | ..... | ..... | ..... | **.10** | .12 | ..... | 15 |
| | Chisels, c. s.: | | | | | | | | | |
| 16 | Cold, octagon, ⅝ by 6 inches, No ..... | 13 | **.08** | ..... | ..... | ..... | .08 | .085 | ..... | 16 |
| 17 | Socket, corner, 1-inch, handled.....No.. | 1 | **.73** | ..... | ..... | ..... | .78 | .95 | ..... | 17 |
| | Chisels, c. s., socket, firmer, handled: | | | | | | | | | |
| 18 | ½-inch.....No.. | 31 | .18 | ..... | .205 | .25 | .19 | **.18** | ..... | 18 |
| 19 | ⅝-inch .....do... | 28 | .19 | ..... | .20¾ | .25 | .19 | **.18** | ..... | 19 |
| 20 | ¾-inch .....do... | 33 | .20 | ..... | .234 | .28 | .22 | **.20** | ..... | 20 |
| 21 | ⅞-inch .....do... | 32 | .25 | ..... | .286 | .31 | .26 | **.24** | ..... | 21 |
| 22 | 1-inch .....do... | 35 | **.26** | ..... | .31½ | .37 | .29 | .26 | ..... | 22 |
| 23 | 1⅛-inch .....do... | 31 | **.28** | ..... | .33¾ | .40 | .31 | .28 | ..... | 23 |
| 24 | 1¼-inch .....do... | 35 | **.30** | ..... | .36¾ | .44 | .33 | .31 | ..... | 24 |
| 25 | 2-inch .....do... | 35 | .35 | ..... | .415 | .50 | .38 | **.35** | ..... | 25 |
| | Chisels, c. s., socket, framing, handled: | | | | | | | | | |
| 26 | ¾-inch.....No.. | 4 | .30 | ..... | ..... | ..... | .29 | **.27** | ..... | 26 |
| 27 | 1-inch .....do... | 2 | .38 | ..... | ..... | ..... | .38 | **.35** | ..... | 27 |
| 28 | 1⅛-inch .....do... | 1 | .47 | ..... | ..... | ..... | .48 | **.44** | ..... | 28 |
| 29 | 2-inch .....do... | 8 | .55 | ..... | ..... | ..... | .57 | **.53** | ..... | 29 |
| 30 | Clamps, carpenter's, iron, to open 10 inches .....No.. | 42 | .45 | ..... | ..... | ..... | **.42** | .64 | .46 | 30 |
| 31 | Cleavers, butcher's, 12-inch, No ..... | 6 | **1.15** | ..... | ..... | ..... | 1.15 | 1.60 | ..... | 31 |
| 32 | Crowbars, solid steel, wedge point, assorted sizes, per pound.....No.. | 2 | **.035** | ..... | ..... | ..... | .045 | .045 | ..... | 32 |
| | Dividers: | | | | | | | | | |
| 33 | 6 inches long, c. s., wing.do.. | 7 | .15 | ..... | ..... | .17 | **.10** | .16 | ..... | 33 |
| 34 | 10 inches long, c. s., wing, No ..... | 7 | .23 | ..... | ..... | .27 | **.20** | .26 | ..... | 34 |
| | Drills, blacksmith's: | | | | | | | | | |
| 35 | Horizontal .....No... | 3 | 2.20 | ..... | ..... | ..... | 2.10 | **1.75** | ..... | 35 |
| 36 | Vertical .....do... | 6 | 7.00 | ..... | ..... | ..... | 6.78 | **6.25** | 7.50 | 36 |
| 37 | | | | | | | | | 19 00 | 37 |
| 38 | | | | | | | | | 17.00 | 38 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rate at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Richard H. Grey. | Louis Feldmann, jr. | Henry M. Holbrook. | Harry Unna. | Henry Seller. | Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | | |
| 1 | Drills, breast.....No.. | 6 | **1.98** | ..... | ..... | ..... | ..... | ..... | 2.00 | 2.00 | ..... | 1 |
| 2 | Faucets, wood, cork-lined, No. 2.....No.. | 24 | .08 | ..... | ..... | ..... | ..... | ..... | .03 | **.03** | ..... | 2 |
| | Files, flat, bastard: | | | | | | | | | | | |
| 3 | 10-inch .....doz.. | 7 8/12 | 1.35 | 1.49 | ..... | ..... | .08 | ..... | 1.45 | **1.32** | 1.75 | 3 |
| 4 | 12-inch .....do... | 20 8/12 | 1.90 | 2.11 | ..... | ..... | 1.46 | ..... | 1.94 | **1.84** | 2.40 | 4 |
| | Files, flat, wood: | | | | | | | | | | | |
| 5 | 12-inch .....do... | 4 3/12 | 2.00 | 2.99 | ..... | ..... | 2.08 | ..... | ..... | **1.84** | 2.42 | 5 |
| 6 | 14-inch .....do... | 3 3/12 | **2.50** | 3.05 | ..... | ..... | ..... | ..... | ..... | 2.65 | 3.30 | 6 |
| | Files, half-round, bastard: | | | | | | | | | | | |
| 7 | 10-inch .....doz.. | 9 | 1.75 | 2.11 | ..... | ..... | ..... | ..... | 1.82 | **1.72** | 2.25 | 7 |
| 8 | 12-inch .....do... | 6 | 2.30 | 2.71 | ..... | ..... | ..... | ..... | 2.36 | **2.26** | 2.95 | 8 |
| | Files, mill-saw: | | | | | | | | | | | |
| 9 | 8-inch .....do... | 23 | .85 | .96 | 1.06 | ..... | ..... | ..... | .86 | **.61** | 1.05 | 9 |
| 10 | 10-inch .....do... | 23 8/12 | 1.10 | 1.30 | ..... | ..... | ..... | ..... | 1.12 | **1.06** | 1.40 | 10 |
| 11 | 12-inch .....do... | 23 8/12 | 45 | 1.60 | ..... | ..... | ..... | ..... | 1.50 | **1.32** | 1.85 | 11 |
| 12 | 14-inch .....do... | 19 8/12 | 2.09 | 2.40 | ..... | ..... | ..... | ..... | 2.14 | **2.02** | 2.65 | 12 |
| | Files, round, bastard: | | | | | | | | | | | |
| 13 | 6-inch .....doz.. | 6 3/12 | .70 | .76 | ..... | ..... | ..... | ..... | .70 | **.67** | .87 | 13 |
| 14 | 8-inch .....do... | 3 3/12 | .85 | .85 | ..... | ..... | ..... | ..... | .86 | **.81** | 1.07 | 14 |
| 15 | 10-inch .....do... | 4 8/12 | 1.10 | 1.30 | ..... | ..... | 2.00 | ..... | 1.12 | **1.06** | 1.40 | 15 |
| 16 | 12-inch .....do... | 8 | 1.45 | 1.70 | ..... | ..... | ..... | ..... | 1.50 | **1.42** | 1.85 | 16 |
| 17 | 14-inch .....do... | 6 9/12 | **2.09** | 2.49 | ..... | ..... | ..... | ..... | 2.14 | 2.12 | 2.65 | 17 |
| | Files, slim, taper, saw: | | | | | | | | | | | |
| 18 | 3-inch .....doz.. | 17 8/12 | .41 | .40 | ..... | ..... | .43 | ..... | .42 | **.39** | .52 | 18 |
| 19 | 3½-inch .....do... | 23 | .42 | .41 | .52 | ..... | .43 | ..... | .42 | **.40** | .52 | 19 |
| 20 | 4-inch .....do... | 38 8/12 | .44 | .45 | .56 | ..... | .47 | ..... | .44 | **.41** | .55 | 20 |
| 21 | 4½-inch .....do... | 20 | .45 | .51 | .58 | ..... | .48 | ..... | .46 | **.42** | .57 | 21 |
| 22 | 5-inch .....do... | 35 8/12 | .48 | .57 | .62 | ..... | .52 | ..... | .50 | **.46** | .62 | 22 |
| 23 | 6-inch .....do... | 33 8/12 | .62 | .70 | ..... | ..... | .66 | ..... | .62 | **.60** | .77 | 23 |
| 24 | Flatirons, 5 to 8 pounds, per pound.....pairs.. | 133 | **.035** | ..... | ..... | .04 | ..... | ..... | .039 | .039 | ..... | 24 |
| 25 | Gates, molasses, 2-iron, number..... | 2 | **.19** | ..... | ..... | ..... | ..... | ..... | ..... | .15 | ..... | 25 |
| 26 | | | 1.25 | ..... | ..... | ..... | ..... | ..... | ..... | | ..... | 26 |
| | Gauges: | | | | | | | | | | | |
| 27 | Marking, brass mounted.....No.. | 6 | .20 | ..... | ..... | ..... | ..... | ..... | .20 | **.21** | ..... | 27 |
| 28 | Mortise, screw slide, number..... | 13 | **.36** | ..... | ..... | ..... | ..... | ..... | .13 | .47 | ..... | 28 |
| 29 | Slitting, with handle.....No.. | 2 | **.40** | ..... | ..... | ..... | ..... | ..... | ..... | .40 | ..... | 29 |
| 30 | Gluepots, No. 1, porcelain lined.....No.. | 7 | **.40** | ..... | ..... | ..... | ..... | ..... | .40 | .47 | ..... | 30 |
| | Gouges, c. s., socket, firmer, handled: | | | | | | | | | | | |
| 31 | ¼-inch .....No.. | 4 | .30 | ..... | ..... | ..... | ..... | .40 | 29 | **.29** | ..... | 31 |
| 32 | ½-inch .....do... | 10 | .35 | ..... | ..... | ..... | ..... | .45 | .33 | **.30** | ..... | 32 |
| 33 | ¾-inch .....do... | 1 | .40 | ..... | ..... | ..... | ..... | .50 | .38 | **.34** | ..... | 33 |
| 34 | ¾-inch .....do... | 9 | .43 | ..... | ..... | ..... | ..... | .55 | .40 | **.38** | ..... | 34 |
| 35 | ⅞-inch .....do... | 9 | .45 | ..... | ..... | ..... | ..... | .60 | .43 | **.41** | ..... | 35 |
| 36 | 1-inch .....do... | 3 | .48 | ..... | ..... | ..... | ..... | .62 | .45 | **.43** | ..... | 36 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rate at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Richard H. Grey. | Louis Feldmann, jr. | Thomas R. Hayes. | Harry Unna. | Henry Seller. | Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | | |
| | Grindstones (per pound) weighing: | | | | | | | | | | | |
| 1 | 50 pounds.....No.. | 6 | **.016** | ..... | ..... | ..... | ..... | ..... | .017 | .01¾ | ..... | 1 |
| 2 | 100 pounds .....do... | 7 | **.016** | ..... | ..... | ..... | ..... | ..... | .017 | .01¾ | ..... | 2 |
| 3 | 150 pounds .....do... | 3 | **.016** | ..... | ..... | ..... | ..... | ..... | .017 | .01¾ | ..... | 3 |
| 4 | Grindstone fixtures, 17 inches, improved patent cap, extra heavy, number..... | 28 | **.32** | ..... | ..... | ..... | ..... | ..... | ..... | .60 | ..... | 4 |
| 5 | Hair clippers, good quality .....No.. | 113 | **.45** | ..... | ..... | 1.10 | ..... | ..... | .48 | .47 | ..... | 5 |
| 6 | | | | | | .75 | | | .80 | | | 6 |
| | Hammers: | | | | | | | | | | | |
| 7 | Claw, solid c. s., adz-eye, forged, No. 1½, number..... | 137 | .27 | .49¾ | ..... | ..... | .47 | .23 | **.435** | .39 | .42 | 7 |
| 8 | | | .38 | | | | .30 | .27 | .36 | | | 8 |
| 9 | | | .44 | | | | | | | | | 9 |
| 10 | | | .25 | | | | | | | | | 10 |
| 11 | Farrier's, shoeing, c. s .....No.. | 6 | **.32** | ..... | ..... | ..... | ..... | ..... | .31 | .32 | .60 | 11 |
| 12 | Farrier's, turning, half-bright, assorted, 2 to 2½ pounds, number..... | 10 | 1.35 | ..... | ..... | ..... | ..... | ..... | **1.27** | 1.30 | 1.75 | 12 |
| | Hammers, machinist's, ball pien: | | | | | | | | | | | |
| 13 | 1½-pound .....No.. | 25 | **.43** | ..... | ..... | ..... | ..... | ..... | .46 | .48 | .70 | 13 |
| 14 | 2½-pound .....do... | 15 | **.50** | ..... | ..... | ..... | ..... | ..... | .55 | .59 | .80 | 14 |
| | Hammers, riveting, solid c. s.: | | | | | | | | | | | |
| 15 | 1½-pound .....No.. | 14 | **.30** | ..... | ..... | ..... | ..... | ..... | .31 | .33 | ..... | 15 |
| 16 | 1¾-pound .....do... | 5 | **.32** | ..... | ..... | ..... | ..... | ..... | ..... | .36 | ..... | 16 |
| 17 | 1¾-pound .....do... | 7 | **.35** | ..... | ..... | ..... | ..... | ..... | .42 | .40 | ..... | 17 |
| | Hammers, sledge, blacksmith's, solid c. s.: | | | | | | | | | | | |
| 18 | 2-pound .....No.. | 3 | .45 | ..... | ..... | ..... | ..... | ..... | **.37** | .47 | a.70 | 18 |
| 19 | 3-pound .....do... | 4 | .50 | ..... | ..... | ..... | ..... | ..... | **.38** | .53 | a.80 | 19 |
| 20 | 6-pound .....do... | 10 | .36 | ..... | ..... | ..... | ..... | ..... | .42 | **.35** | .54 | 20 |
| 21 | 8-pound .....do... | 12 | .48 | ..... | ..... | ..... | ..... | ..... | .55 | **.48** | .72 | 21 |
| 22 | 10-pound .....do... | 11 | .60 | ..... | ..... | ..... | ..... | ..... | .70 | **.65** | .90 | 22 |
| | Hammers, mason's, ax finish, solid c. s.: | | | | | | | | | | | |
| 23 | 5-pound .....No.. | 15 | **.45** | ..... | ..... | ..... | ..... | ..... | .45 | .48 | ..... | 23 |
| 24 | 8-pound .....do... | 2 | **.72** | ..... | ..... | ..... | ..... | ..... | .73 | .76 | ..... | 24 |
| 25 | Hammers, tack, upholsterer's pattern, malleable iron .....No.. | 31 | .04 | ..... | ..... | ..... | .07 | .10 | b **1.62** | .10 | ..... | 25 |
| 26 | | | .35 | | | | | | | | | 26 |
| | Hatchets, c. s.: | | | | | | | | | | | |
| 27 | Broad, 6-inch cut, steel head, single bevel, handled, number..... | 11 | **.69** | ..... | ..... | ..... | .73 | ..... | .72 | .75 | ..... | 27 |
| 28 | Lathing, 2-inch blade.....No.. | 36 | .24 | ..... | ..... | ..... | ..... | ..... | **.60** | .65 | ..... | 28 |
| 29 | | | .65 | | | | | | | | | 29 |
| 30 | Shingling, No. 2. do... | 166 | .23 | .44 | .30 | ..... | .28 | .33 | **.35** | .35 | ..... | 30 |
| 31 | | | .30 | | | | | | | | | 31 |
| 32 | | | .50 | | | | | | | | | 32 |
| | Hinge hasps: | | | | | | | | | | | |
| 33 | 6-inch .....doz.. | 32 | **.48** | ..... | ..... | ..... | .59 | ..... | .50 | .56 | ..... | 33 |
| 34 | 10-inch .....do... | 12 | **.90** | ..... | ..... | ..... | ..... | ..... | .93 | 1.05 | ..... | 34 |

a With handles. b Per dozen.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Harry Unna. | Andrew Carrigan. | Alexander Hamilton. | Richard H. Grey. | Louis Feldmann, Jr. | Henry E. Bothin. | Lloyd, Hoover Iron Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | |
| | Hinges, extra heavy, T: | | | | | | | | | | |
| 1 | 8-inch.....doz. prs.. | 14 | **1.58** | ..... | 1.79 | 1.75 | ..... | ..... | ..... | ..... | 1 |
| 2 | 10-inch.....do... | 3 4/12 | **2.38** | ..... | 2.60 | 2.70 | ..... | ..... | ..... | ..... | 2 |
| 3 | 12-inch.....do... | 3 4/12 | **3.46** | ..... | 3.78 | 4.35 | ..... | ..... | ..... | ..... | 3 |
| | Hinges, heavy, strap: | | | | | | | | | | |
| 4 | 8-inch.....do... | 1 4/12 | **1.30** | 1.81 | 1.46 | 1.40 | ..... | ..... | ..... | ..... | 4 |
| 5 | 10-inch.....do... | 1 | **2.03** | 2.59 | 2.41 | 2.35 | ..... | ..... | ..... | ..... | 5 |
| 6 | 12-inch.....do... | 10-12 | **2.96** | 4.29 | 3.25 | 3.40 | ..... | ..... | ..... | ..... | 6 |
| | Hinges, light, strap: | | | | | | | | | | |
| 7 | 6-inch.....do... | 27 | **.65** | .74 | .68 | .70 | ..... | ..... | ..... | ..... | 7 |
| 8 | 8-inch.....do... | 15 | **.91** | 1.08 | .98 | 1.00 | ..... | ..... | ..... | ..... | 8 |
| 9 | 10-inch.....do... | 6-12 | **1.26** | 1.48 | 1.34 | 1.35 | ..... | ..... | ..... | ..... | 9 |
| 10 | 12-inch.....do... | 6-12 | **1.83** | 2.19 | 1.98 | 2.05 | ..... | ..... | ..... | ..... | 10 |
| | Hinges, light, T: | | | | | | | | | | |
| 11 | 6-inch.....do... | 26 | .52 | .63 | .55 | .60 | ..... | **.50** | ..... | ..... | 11 |
| 12 | 8-inch.....do... | 19 | **.66** | .79 | .72 | .78 | ..... | ..... | ..... | ..... | 12 |
| 13 | 10-inch.....do... | 3 | **.97** | 1.21 | 1.05 | 1.14 | ..... | ..... | ..... | ..... | 13 |
| 14 | Hooks, hat and coat, school-house pattern, heavy .doz.. | 340 | **.22** | ..... | .26 | .26 | ..... | ..... | ..... | ..... | 14 |
| 15 | | | .16 | | .13 | .27 | | | | | 15 |
| | Iron, band, per 100 pounds: | | | | | | | | | | |
| 16 | ⅛ by ⅝.....lbs.. | 300 | **3.75** | ..... | 4.40 | ..... | 4.19 | ..... | 4.35 | 4.20 | 16 |
| 17 | ¼ by 1.....do... | 350 | **3.20** | ..... | 4.10 | ..... | 3.86 | ..... | 4.05 | 3.70 | 17 |
| 18 | ¼ by 1½.....do... | 475 | **3.20** | ..... | 4.00 | ..... | 3.79 | ..... | 3.95 | 3.70 | 18 |
| 19 | ¼ by 1½.....do... | 900 | **3.10** | ..... | 3.90 | ..... | 3.69 | ..... | 3.85 | 3.60 | 19 |
| 20 | 3/16 by 1.....do... | 375 | **3.05** | ..... | 4.00 | ..... | 3.79 | ..... | 3.95 | 3.50 | 20 |
| 21 | 3/16 by 2.....do... | 340 | **3.00** | ..... | 3.70 | ..... | 3.49 | ..... | 3.65 | 3.50 | 21 |
| | Iron, flat-bar, per 100 pounds: | | | | | | | | | | |
| 22 | ¼ by ⅝.....lbs.. | 525 | **3.24** | ..... | 3.30 | ..... | 3.14 | ..... | 3.25 | 3.50 | 22 |
| 23 | ¼ by 1⅛.....do... | 925 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 23 |
| 24 | ¼ by 1⅝.....do... | 350 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 24 |
| 25 | ¼ by 2.....do... | 1,050 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 25 |
| 26 | ¼ by 2½.....do... | 625 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 26 |
| 27 | ¼ by 2½.....do... | 400 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 27 |
| 28 | ¼ by 4.....do... | 420 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 28 |
| 29 | 3/16 by 2.....do... | 400 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 29 |
| 30 | 3/16 by 2½.....do... | 200 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 30 |
| 31 | 3/16 by 2½.....do... | 100 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | ..... | 31 |
| 32 | 3/16 by 3½.....do... | 100 | **2.94** | ..... | 3.00 | ..... | 3.04 | ..... | 2.95 | 3.20 | 32 |
| 33 | ⅜ by ⅝.....do... | 225 | **2.94** | ..... | 3.20 | ..... | 3.94 | ..... | 3.15 | 3.40 | 33 |
| 34 | ⅜ by 1.....do... | 525 | 3.14 | ..... | 3.00 | ..... | 3.04 | ..... | **2.95** | 3.20 | 34 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Richard H. Grey. | Henry E. Bothin. | Andrew Carrigan. | Lloyd, Jacovel Iron Co. | Henry M. Holbrook. | Francis J. Baker. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | |
| | Iron, flat-bar, per 100 pounds: | | | | | | | | | |
| 1 | ⅜ by 1¼ .....lbs... | 1,425 | 2.94 | 2.94 | **2.85** | 2.90 | 3.10 | ..... | ..... | 1 |
| 2 | ⅜ by 1½.....do... | 1,310 | 2.84 | 2.84 | **2.75** | 2.80 | 3.00 | ..... | ..... | 2 |
| 3 | ⅜ by 2.....do... | 325 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 3 |
| 4 | ⅜ by 2½.....do... | 100 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 4 |
| 5 | ⅜ by 3½.....do... | 250 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 5 |
| 6 | ½ by ¾.....do... | 100 | **3.14** | 3.94 | 3.15 | 3.20 | 3.40 | ..... | ..... | 6 |
| 7 | ½ by 1.....do... | 420 | **2.94** | 2.84 | 2.95 | 3.00 | 3.20 | ..... | ..... | 7 |
| 8 | ½ by 1¼.....do... | 1,150 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 8 |
| 9 | ½ by 1½.....do... | 1,300 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 9 |
| 10 | ½ by 2.....do... | 1,450 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 10 |
| 11 | ½ by 1½.....do... | 1,700 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 11 |
| 12 | ½ by 2.....do... | 300 | **2.74** | 2.84 | 2.75 | 2.80 | 3.00 | ..... | ..... | 12 |
| 13 | ½ by 2½.....do... | 50 | **2.74** | 2.94 | 2.75 | 2.80 | 3.00 | ..... | ..... | 13 |
| 14 | Iron, Juniata sheet, galvanized, 28-inch, No. 25, per 100 pounds, pounds..... | 450 | ..... | 6.49 | ..... | ..... | ..... | **5.25** | ..... | 14 |
| | Iron, round, per 100 pounds: | | | | | | | | | |
| 15 | 3/16-inch.....lbs.. | 700 | **3.44** | 3.59 | 3.45 | 3.50 | 3.70 | ..... | ..... | 15 |
| 16 | ¼-inch .....do... | 1,375 | **3.24** | 3.49 | 3.25 | 3.30 | 3.50 | ..... | ..... | 16 |
| 17 | 5/16-inch .....do... | 700 | **3.14** | 3.39 | 3.15 | 3.20 | 3.40 | ..... | ..... | 17 |
| 18 | ⅜-inch .....do... | 2,125 | **3.04** | 3.29 | 3.05 | 3.10 | 3.20 | ..... | ..... | 18 |
| 19 | 7/16-inch .....do... | 625 | **3.04** | 3.29 | 3.05 | 3.10 | 3.30 | ..... | ..... | 19 |
| 20 | ½-inch .....do... | 2,450 | **2.94** | 3.19 | 2.95 | 3.00 | 3.10 | ..... | ..... | 20 |
| 21 | ⅝-inch .....do... | 1,125 | **2.84** | 3.09 | 2.85 | 2.90 | 3.00 | ..... | ..... | 21 |
| 22 | ¾-inch .....do... | 100 | **2.84** | 3.09 | 2.85 | 2.90 | 3.00 | ..... | ..... | 22 |
| 23 | 1-inch .....do... | 1,475 | **2.74** | 2.99 | 2.75 | 2.80 | 2.90 | ..... | ..... | 23 |
| | Iron, sheet, per 100 pounds: | | | | | | | | | |
| 24 | 1/16-inch thick .....do... | 325 | 3.98 | 5.05 | ..... | ..... | ..... | **3.75** | .045 | 24 |
| 25 | ⅛-inch thick.....do... | 25 | **3.48** | 5.00 | ..... | ..... | ..... | ..... | ..... | 25 |
| 26 | No. 26 .....do... | 50 | 4.32 | 5.95 | ..... | ..... | ..... | **4.10** | .04¾ | 26 |
| | Iron, square, per 100 pounds: | | | | | | | | | |
| 27 | ⅜-inch .....do... | 200 | **3.24** | 3.49 | 3.25 | 3.30 | 3.50 | ..... | ..... | 27 |
| 28 | ½-inch .....do... | 350 | **3.04** | 3.39 | 3.05 | 3.10 | 3.30 | ..... | ..... | 28 |
| 29 | ⅝-inch .....do... | 500 | **2.94** | 3.29 | 2.95 | 3.00 | 3.20 | ..... | ..... | 29 |
| 30 | ¾-inch .....do... | 900 | **2.84** | 3.19 | 2.85 | 2.90 | 3.10 | ..... | ..... | 30 |
| 31 | 1-inch .....do... | 850 | **2.74** | 3.09 | 2.75 | 2.80 | 3.00 | ..... | ..... | 31 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Maurice Block. | Ivory F. Littlefield. | Francis J. Baker. | Richard N. Nason. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| 1 | Knives and forks, cocoa handle, with bolster, per pair.....pairs.. | 1,835 | .10 | .105 | ..... | ..... | ..... |
| 2 | Knives: | | | | | | |
| 3 | Butcher, 8-inch, cocoa handle, without bolster.....doz.. | 16 4/12 | 2.10 | 2.07 | ..... | ..... | ..... |
| 4 | Carving, and forks, cocoa handle, per pair.....pairs.. | 38 | .80 | .62 | ..... | ..... | ..... |
| 5 | Chopping, iron handles.....No.. | 24 | .08 | ..... | ..... | ..... | ..... |
| 6 | | | .10 | | | | |
| 7 | Drawing, 10-inch, c. s., carpenter's.do... | 34 | .44 | ..... | ..... | ..... | ..... |
| 8 | Drawing, 12-inch, c. s., carpenter's.do... | 17 | .48 | ..... | ..... | ..... | ..... |
| 9 | Horseshoeing.....do... | 14 | .30 | ..... | ..... | ..... | ..... |
| 10 | | | .24 | | | | |
| 11 | Putty.....do... | 26 | .08 | ..... | .12 | ..... | .20 |
| 12 | | | .10 | | | | |
| 13 | Skinning, 6-inch, cocoa handle, without bolster.....No.. | 6 | .18 | ..... | ..... | ..... | ..... |
| 14 | Latches, thumb, Roggen pattern, heavy, doz..... | 3 | .75 | ..... | ..... | ..... | ..... |
| 15 | Lead, in pigs.....lbs.. | 110 | ..... | ..... | ..... | .045 | ..... |
| | Locks: | | | | | | |
| 16 | Closet, 3¼-inch, iron bolt, dead, 2 keys, doz..... | 9 | 1.50 | ..... | ..... | ..... | ..... |
| 17 | Drawer, 2¼ by 2 inches, iron, 2 keys, doz..... | 9 | 1.15 | ..... | ..... | ..... | ..... |
| | Locks, mineral-knob, rim, iron bolt, 2 keys: | | | | | | |
| 18 | 4-inch .....doz.. | 15 | 1.50 | ..... | ..... | ..... | ..... |
| 19 | 4½-inch .....do... | 17 | 3.90 | ..... | ..... | ..... | ..... |
| 20 | 5-inch .....do... | 13 4/12 | 5.20 | ..... | ..... | ..... | ..... |
| 21 | 6-inch .....do... | 4 | 8.30 | ..... | ..... | ..... | ..... |
| | Locks: | | | | | | |
| 22 | Mineral-knob, mortise, 3½-inch, iron bolt, 2 keys.....doz.. | 17 4/12 | 2.10 | ..... | ..... | ..... | ..... |
| 23 | Pad, iron or brass, 8-tumbler, 2 keys each, assorted combinations on each shipping order .....doz.. | 38 4/12 | 1.00 | ..... | ..... | ..... | ..... |
| 24 | | | 1.43 | | | | |
| 25 | | | | | | | |
| 26 | | | | | | | |
| 27 | | | | | | | |
| 28 | Sash .....do... | 27 | .28 | ..... | ..... | ..... | ..... |
| 29 | Mallets, carpenter's, hickory, round, 6 by 4 inches.....No.. | 27 | .18 | ..... | ..... | ..... | ..... |
| | Nails, wire, per 100 pounds: | | | | | | |
| 30 | 3d., lath.....lbs.. | 1,100 | 3.19 | ..... | ..... | ..... | ..... |
| 31 | 3d., steel.....do... | 850 | a3.19 | ..... | ..... | ..... | ..... |
| 32 | 4d., steel.....do... | 1,200 | a3.04 | ..... | ..... | ..... | ..... |
| 33 | 6d., steel.....do... | 3,100 | a2.94 | ..... | ..... | ..... | ..... |
| 34 | 8d., steel.....do... | 6,300 | a2.84 | ..... | ..... | ..... | ..... |
| 35 | 10d., steel.....do... | 4,100 | a2.79 | ..... | ..... | ..... | ..... |
| 36 | 12d., steel.....do... | 1,600 | a2.79 | ..... | ..... | ..... | ..... |
| 37 | 20d., steel.....do... | 4,700 | a2.74 | ..... | ..... | ..... | ..... |
| 38 | 30d., steel.....do... | 1,800 | a2.74 | ..... | ..... | ..... | ..... |
| 39 | 40d., steel.....do... | 1,500 | a2.74 | ..... | ..... | ..... | ..... |
| 40 | 60d., steel.....do... | 1,000 | a2.74 | ..... | ..... | ..... | ..... |
| | Nails, wire, fence, per 100 pounds: | | | | | | |
| 41 | 8d., steel.....do... | 200 | a2.84 | ..... | ..... | ..... | ..... |
| 42 | 10d., steel.....do... | 1,700 | a2.79 | ..... | ..... | ..... | ..... |
| 43 | 12d., steel.....do... | 600 | a2.79 | ..... | ..... | ..... | ..... |
| | Nails, wire, finishing, per 100 pounds: | | | | | | |
| 44 | 6d., steel.....do... | 1,100 | 3.19 | ..... | ..... | ..... | ..... |
| 45 | 8d., steel.....do... | 1,625 | 3.09 | ..... | ..... | ..... | ..... |
| 46 | 10d., steel.....do... | 1,175 | 2.99 | ..... | ..... | ..... | ..... |

a One-half to each—Joseph Sloss and Alex. Hamilton

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Henry M. Holbrook. | Harry Unna. | Charles M. Yates. | Andrew Carrigan. | Alexander Hamilton. | Andrew B. C. Dohrman. | Richard H. Grey. | Henry E. Bothin. | Number. |
|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | |
| .09 | .105 | | .09¼ | .10 | | | | 1 |
| | | | .115 | | | | | 2 |
| 2.15 | | | 1.96 | 2.15 | 2.85 | | | 3 |
| | 69 | | .73 | .60 | .65 | | | 4 |
| .09 | .07 | | .09 | .08 | | | | 5 |
| | | | | | | | | 6 |
| | .57 | | .48 | .50 | | | | 7 |
| | | | .53 | .55 | | | | 8 |
| | | | .25 | .30 | | | | 9 |
| | | | | | | | | 10 |
| | .125 | .14 | .09 | .11 | | | | 11 |
| | | .13 | | | | | | 12 |
| | | | .20 | .12 | | | | 13 |
| | | | | .92 | | | | 14 |
| .06 | | | .05 | | | | | 15 |
| | | | | 1.85 | | | | 16 |
| | | | 3.76 | | | | | 17 |
| | | | 2.15 | 1.95 | | | | 18 |
| | | | | 4.00 | | | | 19 |
| | | | | 5.20 | | | | 20 |
| | | | | 6.50 | | | | 21 |
| | | | | 2.50 | | | | 22 |
| | | | 1.08 | 1.75 | | | | 23 |
| | | | | 1.75 | | | | 24 |
| | | | | 2.50 | | | | 25 |
| | | | | 1.40 | | | | 26 |
| | | | | 2.50 | | | | 27 |
| | | | .39 | .30 | | | | 28 |
| | | | .14 | .12 | | | | 29 |
| | | | 4.00 | 3.04 | | 3.64 | 3.50 | 30 |
| | | | 3.45 | [a] 3.19 | | 3.64 | 3.45 | 31 |
| | | | 3.30 | [a] 3.04 | | 3.49 | 3.30 | 32 |
| | | | 3.20 | [a] 2.94 | | 3.39 | 3.20 | 33 |
| | | | 3.10 | [a] 2.84 | | 3.29 | 3.10 | 34 |
| | | | 3.05 | [a] 2.79 | | 3.24 | 3.05 | 35 |
| | | | 3.05 | [a] 2.79 | | 3.24 | 3.05 | 36 |
| | | | 3.00 | [a] 2.74 | | 3.19 | 3.00 | 37 |
| | | | 3.00 | [a] 2.74 | | 3.19 | 3.00 | 38 |
| | | | 3.00 | [a] 2.74 | | 3.19 | 3.00 | 39 |
| | | | 3.00 | [a] 2.74 | | 3.19 | 3.00 | 40 |
| | | | 3.10 | [a] 2.84 | | 3.19 | | 41 |
| | | | 3.05 | [a] 2.79 | | 3.24 | | 42 |
| | | | 3.05 | [a] 2.79 | | 3.24 | | 43 |
| | | | 3.45 | 2.94 | | 3.64 | 3.45 | 44 |
| | | | 3.35 | 2.84 | | 3.54 | 3.35 | 45 |
| | | | 3.25 | 2.79 | | 3.44 | 3.25 | 46 |

[a] One-half to each—Joseph Sloss and Alex. Hamilton.



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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Capewell Horse Nail Co. | Richard H. Grey. | Henry M. Holbrook. | Harry Unna. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| | Nails, horseshoe, per 100 pounds: | | | | | | |
| 1 | No. 6 ....lbs.. | 285 | .10 | a .07 | .1299 | | |
| 2 | | | | | | | |
| 3 | No. 7 ....do... | 250 | .10 | a .07 | .1149 | | |
| 4 | | | | | | | |
| 5 | No. 8 ....do... | 225 | .10 | a .07 | .1199 | | |
| 6 | | | | | | | |
| 7 | Nails, ox-shoe, per 100 pounds, No. 5....do... | 75 | .10 | a .07 | | | |
| | Nuts, iron, square: | | | | | | |
| 8 | For ¼-inch bolt ....do... | 40 | .09 | | | | |
| 9 | For 5/16-inch bolt ....do... | 40 | .075 | | | | |
| 10 | For ⅜-inch bolt ....do... | 82 | .06 | | | | |
| 11 | For ⅞-inch bolt ....do... | 181 | .04½ | | | | |
| 12 | For ½-inch bolt ....do... | 187 | .045 | | | | |
| 13 | For ⅝-inch bolt ....do... | 175 | .04½ | | | | |
| 14 | Oilers, zinc, medium size ....No.. | 58 | .06½ | | | .075 | .075 |
| 15 | | | .07 | | | | .085 |
| 16 | Oilstones, Washita....do... | 26 | .25 | | | | |
| 17 | | | .30 | | | | |
| 18 | Packing, hemp....lbs.. | 47 | 1.04 | | | | |
| | Packing, rubber: | | | | | | |
| 19 | 1/16-inch ....do... | 147 | .10½ | | | | |
| 20 | | | | | | | |
| 21 | ⅛-inch ....do... | 175 | .10 | | | | |
| 22 | | | | | | | |
| 23 | 3/16-inch ....do... | 127 | .10 | | | | |
| 24 | | | | | | | |
| 25 | ¼-inch ....do... | 135 | .10 | | | | |
| 26 | | | | | | | |
| 27 | Packing, yarn (cotton waste)....do... | 937 | .075 | | | | |
| | Paper (assorted), per quire: | | | | | | |
| 28 | Emery ....qrs.. | 58 | .18 | | | | |
| 29 | Sand ....do... | 144 | .105 | | | | |
| 30 | Pencils, carpenter's ....doz.. | 86 | .13 | | | | .17 |
| 31 | | | .30 | | | | |
| 32 | Pinchers, blacksmith's shoeing....No.. | 9 | .45 | | | | |
| 33 | Pinking irons, 1-inch....doz.. | 1 1/19 | .46 | | | | |
| | Planes: | | | | | | |
| 34 | Block, 6-inch, knuckle-joint....No.. | 7 | .69 | | | | |
| 35 | Fore, adjustable, wood bottoms....do... | 19 | 1.12 | | | | |
| 36 | Hollow and round, 1-inch, c. s....pairs.. | 2 | .66 | | | | |
| 37 | Hollow and round, 1½-inch, c. s ....pair.. | 1 | .66 | | | | |
| 38 | Hollow and round, 1¾-inch, c. s....do... | 1 | .80 | | | | |
| 39 | Jack, adjustable, wood bottoms ....No.. | 39 | .88 | | | | .89 |
| 40 | Jointer's, double-iron, c. s....do... | 38 | 1.19 | | | | |
| 41 | Match, ⅞-inch, plated....pairs.. | 6 | 1.00 | | | | |
| 42 | Match, 1-inch, plated ....do... | 5 | 1.00 | | | | |
| 43 | Plow, embracing beading and center-beading plane, rabbet and fillister, dado, plow, matching, and slitting plane ....No.. | 10 | 4.91 | | | | |
| 44 | Skew-rabbet, ¼-inch....do... | 2 | .36 | | | | |
| 45 | Skew-rabbet, 1-inch....do... | 11 | .38 | | | | |
| 46 | Skew-rabbet, 1¼-inch....do... | 9 | .42 | | | | |
| 47 | smooth, adjustable, wood bottoms....do... | 37 | .77 | | | | .75 |

a Per pound.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Cornelius H. Chase. | Ivory F. Littlefield. | Samuel W. Burtchaell. | Oscar S. Levy. | Richard N. Nason. | Henry C. Norton. | Aubrey T. Dunbar. | Ellis H. Parrish. | Charles M. Yates. | Thomas R. Hayes. | Henry Sellier. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | | | | | |
| 9.25 | .11 | 12.60 | | | | | | | | | | | | 1 |
| | | 11.00 | | | | | | | | | | | | 2 |
| 9.25 | .11 | 11.70 | | | | | | | | | | | | 3 |
| | | 11.00 | | | | | | | | | | | | 4 |
| 9.25 | .11 | 11.25 | | | | | | | | | | | | 5 |
| | | 11.00 | | | | | | | | | | | | 6 |
| .05 | .11 | | | | | | | | | | | | | 7 |
| .09½ | .085 | .11 | | | | | | | | | | | | 8 |
| | .085 | | | | | | | | | | | | | 9 |
| .06½ | .055 | .08 | | | | | | | | | | | | 10 |
| .05 | .042 | .067 | | | | | | | | | | | | 11 |
| .04½ | .039 | .064 | | | | | | | | | | | | 12 |
| .04½ | .039 | .062 | | | | | | | | | | | | 13 |
| .07 | .05½ | | | | | | | | | | | | | 14 |
| | | | | | | | | | | | | | | 15 |
| .33 | .31 | | | | | | | | | | | | | 16 |
| | | | | | | | | | | | | | | 17 |
| .095 | .09½ | | | | | | .18 | | | .18 | | | | 18 |
| .105 | .11 | | .109 | | | .0965 | .14 | .10 | .16 | .14 | | | | 19 |
| | | | | | | | | | | .10 | | | | 20 |
| .105 | .11 | | .109 | | | .0965 | .14 | .10 | .16 | .14 | | | | 21 |
| | | | | | | | | | | .10 | | | | 22 |
| .105 | .11 | | .109 | | | .0965 | .14 | .10 | .16 | .14 | | | | 23 |
| | | | | | | | | | | .10 | | | | 24 |
| .105 | .11 | | .109 | | | .0965 | .14 | .10 | .16 | .14 | | | | 25 |
| | | | | | | | | | | .10 | | | | 26 |
| 7.04 | .07½ | | | | | | .075 | | | | | | | 27 |
| .13 | .17 | | | .17 | | | .27 | | | | .34 | | | 28 |
| .09 | .10 | .20 | | .12 | .14 | | .14 | | | | .14 | | | 29 |
| .13 | .20 | | | | | | | | | | | | | 30 |
| | | | | | | | | | | | | | | 31 |
| .46 | .43 | | | | | | | | | | | | | 32 |
| .52 | .32 | | | | | | | | | | | .125 | | 33 |
| .72 | .70 | | | | | | | | | | | | .75 | 34 |
| .98 | 1.13 | | | | | | | | | | | | 1.20 | 35 |
| .75 | .80 | | | | | | | | | | | | | 36 |
| .88 | .80 | | | | | | | | | | | | | 37 |
| .88 | .93 | | | | | | | | | | | | | 38 |
| .80 | .92 | | | | | | | | | | | | 1.00 | 39 |
| .84 | 1.78 | | | | | | | | | | | | 1.35 | 40 |
| | 1.67 | | | | | | | | | | | | | 41 |
| .97 | 1.67 | | | | | | | | | | | | | 42 |
| 5.00 | 5.60 | | | | | | | | | | | | | 43 |
| .37 | .39 | | | | | | | | | | | | | 44 |
| .38 | .39 | | | | | | | | | | | | | 45 |
| .44 | .45 | | | | | | | | | | | | | 46 |
| .71 | .90 | | | | | | | | | | | | .90 | 47 |

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*Abstract proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Richard H. Grey. | Francis J. Baker. |
|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | |
| | Pliers c. s., heavy: | | | | |
| 1 | Flat-nose, 7-inch ..... No.. | 20 | .15 | ..... | .40 |
| 2 | Round-nose, 7-inch ..... do... | 15 | .16 | ..... | .40 |
| 3 | End-cutting, 10-inch ..... do... | 8 | .76 | ..... | 1.00 |
| 4 | Punches, c. s., belt, to drive, assorted, Nos. 2, 3, 4, 5, and 6 ..... doz.. | 5 | .58 | ..... | ..... |
| 5 | Punches, conductor's, assorted shapes of holes ..... do... | 1 4/11 | 1.75 | ..... | ..... |
| 6 | | | 4.75 | | |
| | Rasps, horse: | | | | |
| 7 | 12-inch ..... No.. | 7 | .21 | ..... | ..... |
| 8 | 14-inch ..... do... | 130 | a .29 | .39 | ..... |
| 9 | | | | | |
| | Rasps, wood: | | | | |
| 10 | Flat, 12-inch ..... do... | 23 | .35 | .50 | ..... |
| 11 | Flat, 14-inch ..... do... | 20 | .45 | .62 | ..... |
| 12 | Half-round, 12-inch ..... do... | 23 | .33 | ..... | ..... |
| 13 | Half-round, 14-inch ..... do... | 11 | .42 | ..... | ..... |
| | Rivet sets: | | | | |
| 14 | No. 2 ..... do... | 4 | .17 | ..... | .31 |
| 15 | No. 3 ..... do... | 4 | .14 | ..... | .25 |
| 16 | No. 7 ..... do... | 4 | .09 | ..... | .16 |
| | Rivets and burrs, copper: | | | | |
| 17 | 1/4-inch, No. 8 ..... lbs.. | 4 | .22 | ..... | ..... |
| 18 | 1/4-inch, No. 12 ..... do... | 3 | .255 | ..... | ..... |
| 19 | 3/8-inch, No. 8 ..... do... | 21 | .22 | ..... | ..... |
| 20 | 3/8-inch, No. 12 ..... do... | 9 | .255 | ..... | ..... |
| 21 | 1/2-inch, No. 8 ..... do... | 35 | .22 | ..... | ..... |
| 22 | 1/2-inch, No. 12 ..... do... | 34 | .255 | ..... | ..... |
| 23 | 3/4-inch, No. 8 ..... do... | 38 | .22 | ..... | ..... |
| 24 | 3/4-inch, No. 12 ..... do... | 38 | .255 | ..... | ..... |
| 25 | 1-inch, No. 8 ..... do... | 23 | .22 | ..... | ..... |
| 26 | 1-inch, No. 12 ..... do... | 35 | .255 | ..... | ..... |
| | Rivets, iron, No. 8, flat-head: | | | | |
| 27 | 3/16-inch ..... do... | b 11 | ..... | ..... | ..... |
| 28 | 1/4-inch ..... do... | b 12 | ..... | ..... | ..... |
| 29 | 1/2-inch ..... do... | b 2 | ..... | ..... | ..... |
| 30 | 1-inch ..... do... | b 3 | ..... | ..... | ..... |
| | Rivets, iron flat-head: | | | | |
| 31 | 3/8 by 1 inch ..... do... | c 6 | ..... | ..... | ..... |
| 32 | 3/8 by 2 inches ..... do... | c 11 | ..... | ..... | ..... |
| 33 | 3/8 by 4 inches ..... do... | b 20 | ..... | ..... | ..... |
| 34 | 1/2 by 1 inch ..... do... | c 10 | ..... | ..... | ..... |
| 35 | 1/2 by 1 1/2 inches ..... do... | c 50 | ..... | ..... | ..... |
| 36 | 1/2 by 2 inches ..... do... | c 56 | ..... | ..... | ..... |
| 37 | 1/2 by 2 1/2 inches ..... do... | c 27 | ..... | ..... | ..... |
| 38 | 1/2 by 3 inches ..... do... | c 57 | ..... | ..... | ..... |
| 39 | 1/2 by 3 1/2 inches ..... do... | c 35 | ..... | ..... | ..... |
| 40 | 1/2 by 4 inches ..... do... | c 75 | ..... | ..... | ..... |
| | Rivets, tinned-iron, in packages of 1,000: | | | | |
| 41 | 10-ounce ..... M... | 3 | ..... | ..... | .08 |
| 42 | 12-ounce ..... do... | 12 | ..... | ..... | .09 |
| 43 | 16-ounce ..... do... | 4 | ..... | ..... | .11 |
| 44 | 24-ounce ..... do... | 4 | ..... | ..... | .14 |
| 45 | 32-ounce ..... do... | 6 | ..... | ..... | .18 |
| 46 | Rules, boxwood, 2-foot, 4-fold, full brass bound .... No.. | 129 | 23 | ..... | ..... |
| 47 | | | | | |

a One-half to each, Joseph Sloss and Alexander Hamilton.
b No bids received.
c No award made.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Henry M. Holbrook. | Thomas R. Hayes. | Harry Unna. | Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Number. |
|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | |
| .35 | .20 | ..... | .20 | .25 | ..... | 1 |
| .35 | ..... | ..... | .20 | .25 | ..... | 2 |
| .95 | ..... | ..... | .76 | .85 | ..... | 3 |
| ..... | .75 | ..... | **.56** | .80 | ..... | 4 |
| ..... | ..... | ..... | **4.00** | 4.00 | ..... | 5 |
| | | | | | | 6 |
| ..... | ..... | ..... | 2.60 | .21 | .26½ | 7 |
| ..... | ..... | .40 | .37 | [a] **.29** | .48 | 8 |
| | | | .29 | | .37 | 9 |
| ..... | ..... | ..... | **.29** | .39 | 4.40 | 10 |
| ..... | ..... | ..... | **.38** | .52 | 5.22 | 11 |
| ..... | ..... | ..... | .31 | **.31** | 4.67 | 12 |
| ..... | ..... | ..... | .41 | **.41** | 6.20 | 13 |
| .22 | .15 | .10 | .21 | .15 | ..... | 14 |
| .18 | .15 | ..... | .16 | .15 | ..... | 15 |
| .165 | .15 | ..... | .08 | .12 | ..... | 16 |
| ..... | ..... | ..... | .23 | .225 | ..... | 17 |
| ..... | ..... | ..... | .27 | **.23¾** | ..... | 18 |
| ..... | ..... | .22 | .23 | .225 | ..... | 19 |
| ..... | ..... | ..... | .27 | **.23¾** | ..... | 20 |
| ..... | ..... | .22 | .23 | .225 | ..... | 21 |
| ..... | ..... | ..... | .27 | **.23¾** | ..... | 22 |
| ..... | ..... | ..... | .23 | .225 | ..... | 23 |
| ..... | ..... | ..... | .27 | **.23¾** | ..... | 24 |
| ..... | ..... | ..... | .23 | .225 | ..... | 25 |
| ..... | ..... | ..... | .27 | **.23¾** | ..... | 26 |
| ..... | ..... | ..... | ..... | ..... | ..... | 27 |
| ..... | ..... | ..... | ..... | ..... | ..... | 28 |
| ..... | ..... | ..... | ..... | ..... | ..... | 29 |
| ..... | ..... | ..... | ..... | ..... | ..... | 30 |
| ..... | ..... | ..... | ..... | ..... | .08 | 31 |
| ..... | ..... | ..... | ..... | ..... | .08 | 32 |
| ..... | ..... | ..... | ..... | ..... | ..... | 33 |
| ..... | ..... | ..... | ..... | ..... | .08 | 34 |
| ..... | ..... | ..... | ..... | ..... | .08 | 35 |
| ..... | ..... | ..... | ..... | ..... | .08 | 36 |
| ..... | ..... | ..... | ..... | ..... | .08 | 37 |
| ..... | ..... | ..... | ..... | ..... | .08 | 38 |
| ..... | ..... | ..... | ..... | ..... | .08 | 39 |
| ..... | ..... | ..... | ..... | ..... | .08 | 40 |
| **.08** | ..... | ..... | .09 | ..... | ..... | 41 |
| .10 | ..... | ..... | .09 | ..... | ..... | 42 |
| **.10** | ..... | ..... | .105 | ..... | ..... | 43 |
| **.13** | ..... | ..... | .14 | ..... | ..... | 44 |
| .18 | ..... | ..... | **.175** | ..... | ..... | 45 |
| ..... | ..... | .245 | **.225** | .25 | ..... | 46 |
| | | | .19 | | | 47 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Edward D. Page. | Harry Unna. | Henry Seller. | Lloyd Scovel Iron Co. | Andrew Carrigan. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | |
| 1 | Saw blades, butcher's bow, 20-inch, doz | 21 | **2.55** | | | | | .92 | 3.50 | 1 |
| 2 | | | 2.75 | | | | | | | 2 |
| 3 | Saw clamps, 9-inch jaw .....No.. | 19 | **.30** | | | | | .34 | .40 | 3 |
| | Saw-set: | | | | | | | | | |
| 4 | For crosscut saws.....do... | 1 | .75 | | | | | **.60** | .90 | 4 |
| 5 | For handsaws .....do... | 16 | .35 | | .37 | | .50 | **.30** | .40 | 5 |
| | Saws: | | | | | | | | | |
| 6 | Back (or tenon), 12-inch....do... | 17 | .88 | | | | | **.70** | .70 | 6 |
| 7 | | | | | | | | .90 | | 7 |
| 8 | Bracket.....do... | 1 | **.80** | | | | | | .95 | 8 |
| 9 | Buck, framed, complete, 30-inch blade.....No.. | 94 | **.50** | | .65 | | | .57 | .59 | 9 |
| 10 | | | .35 | | | | | | | 10 |
| 11 | Circular, 30-inch, crosscut ..do... | 5 | **10.25** | | | | | | 11.00 | 11 |
| 12 | Crosscut, 5-foot, with handles, No..... | 15 | **1.56** | | | | | 1.68 | 1.95 | 12 |
| 13 | Crosscut, 6-foot, with handles, No..... | 33 | **1.84** | | | | | 2.00 | 2.15 | 13 |
| 14 | Hand, 26-inch, 6 to 10 points to the inch.....No.. | 137 | .85 | | .95 | | | 1.00 | **1.03** | 14 |
| 15 | | | 1.05 | | | | | .86 | | 15 |
| 16 | Keyhole, 12-inch compass ..do... | 79 | **.10** | | .15 | | | .24 | .26 | 16 |
| 17 | | | .26 | | | | | .11 | | 17 |
| 18 | Meat, butcher's, bow, 20-inch, No..... | 9 | .70 | | .75 | | | **.58** | .75 | 18 |
| 19 | Rip, 28-inch, 5 points.....No.. | 29 | 1.00 | | | | | **1.18** | 1.25 | 19 |
| 20 | | | 1.24 | | | | | .98 | | 20 |
| | Scales: | | | | | | | | | |
| 21 | Butcher's, dial face, spring balance, square dish, 30-pound, by ounces.....No.. | 2 | **2.75** | | | | | | 2.75 | 21 |
| 22 | Counter, 62-pound .....do... | 2 | 5.00 | **5.00** | | | | | 4.80 | 22 |
| 23 | Hay and cattle, 6-ton, Standard platform.....No.. | 1 | 95.00 | **75.00** | | | | | 50.00 | 23 |
| 24 | | | | 60.00 | | | | | 90.00 | 24 |
| 25 | Hay and cattle, 10-ton, Standard platform.....No.. | 2 | 130.00 | **125.00** | | | | | 80.00 | 25 |
| 26 | | | | 75.00 | | | | | 120.00 | 26 |
| 27 | Platform, 1,000-pound, drop-lever, on wheels .....No.. | 2 | **22.00** | 25.00 | | | | | 19.00 | 27 |
| 28 | | | | 14.00 | | | | | | 28 |
| 29 | Platform, 1,500-pound, drop-lever, on wheels .....No.. | 1 | **28.00** | 34.75 | | | | | 24.00 | 29 |
| 30 | | | | 20.00 | | | | | | 30 |
| 31 | Scissors, ladies', 6-inch, c. s., full size, good quality .....doz.. | 12 4/12 | **1.98** | | | | | 4.20 | 4.20 | 31 |
| | Screw-drivers, steel blade: | | | | | | | | | |
| 32 | 6-inch .....No.. | 44 | **.08** | | .085 | .10 | | .10 | .08½ | 32 |
| 33 | | | .12 | | | | | | | 33 |
| 34 | 8-inch..... .....do... | 27 | **.11** | | .11 | .12 | | .12 | .11½ | 34 |
| 35 | | | .15 | | | | | | | 35 |
| 36 | 10-inch.....do... | 4 | .16 | | .135 | .14 | | .13 | **.135** | 36 |
| 37 | | | .18 | | | | | | | 37 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Harry Unna. | Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Henry Seller. | Richard H. Grey. | James A. Snook. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | |
| 1 | Screws, wrought-iron, bench, 1¼-inch.....No.. | **30** | **.38** | ..... | .39 | .49 | ..... | ..... | ..... | ..... | 1 |
| | Screws, wood, iron: | | | | | | | | | | |
| 2 | ½-inch, No. 4.....gross.. | **27** | **.057** | ..... | .06 | .061 | .063 | ..... | ..... | ..... | 2 |
| 3 | ½-inch, No. 5.....do... | **25** | .058 | **.057** | .06 | .062 | .064 | ..... | ..... | ..... | 3 |
| 4 | ½-inch, No. 5.....do... | **33** | **.06** | .061 | .063 | .065 | .067 | ..... | ..... | ..... | 4 |
| 5 | ½-inch, No. 6.....do... | **33** | .065 | **.064** | .07 | .07 | .072 | ..... | ..... | ..... | 5 |
| 6 | ½-inch, No. 7.....do... | **47** | .074 | **.073** | .075 | .08 | .082 | ..... | ..... | ..... | 6 |
| 7 | ½-inch, No. 8.....do... | **38** | .08 | **.079** | .083 | .085 | .088 | ..... | ..... | ..... | 7 |
| 8 | ½-inch, No. 8.....do... | **49** | .085 | **.082** | .085 | .09 | .092 | ..... | ..... | ..... | 8 |
| 9 | ½-inch, No. 9.....do... | **59** | .086 | **.085** | .088 | .092 | .095 | ..... | ..... | ..... | 9 |
| 10 | 1-inch, No. 9.....do... | **88** | .095 | **.094** | .098 | .10 | .105 | ..... | ..... | ..... | 10 |
| 11 | 1-inch, No. 10.....do... | **65** | .105 | **.103** | .107 | .11 | .115 | ..... | ..... | ..... | 11 |
| 12 | 1¼-inch, No. 10....do... | **59** | .11 | **.108** | .11¼ | .115 | .12 | ..... | ..... | ..... | 12 |
| 13 | 1¼-inch, No. 11....do... | **49** | .12 | **.117** | .12 | .12 | .13 | ..... | ..... | ..... | 13 |
| 14 | 1¼-inch, No. 11....do... | **43** | .127 | **.126** | .128 | .135 | .14 | ..... | ..... | ..... | 14 |
| 15 | 1½-inch, No. 12....do... | **35** | **.14** | .14 | .14¼ | .14¾ | .155 | ..... | ..... | ..... | 15 |
| 16 | 1½-inch, No. 12....do... | **31** | .155 | **.153** | .155 | .16¼ | .17 | ..... | ..... | ..... | 16 |
| 17 | 1½-inch, No. 13....do... | **16** | .168 | **.166** | .17¼ | .17¾ | .185 | ..... | ..... | ..... | 17 |
| 18 | 2-inch, No. 13.....do... | **24** | .185 | **.184** | .19 | .19¾ | .205 | ..... | ..... | ..... | 18 |
| 19 | 2-inch, No. 14.....do... | **23** | .21¼ | **.211** | .22 | .22¾ | .235 | ..... | ..... | ..... | 19 |
| 20 | 2½-inch, No. 14....do... | **11** | **.221** | ..... | .23 | .245 | .245 | ..... | ..... | ..... | 20 |
| 21 | 2½-inch, No. 15....do... | **5** | **.25¾** | ..... | .26¼ | .285 | .285 | ..... | ..... | ..... | 21 |
| 22 | 2½-inch, No. 14....do... | **5 4/12** | **.235** | ..... | .24 | .25¾ | .26 | ..... | ..... | ..... | 22 |
| 23 | 2½-inch, No. 15....do... | **4** | **.275** | ..... | .28¼ | .30 | .305 | ..... | ..... | ..... | 23 |
| 24 | 3-inch, No. 16.....do... | **2 4/12** | **.34¾** | ..... | .36 | .38 | .385 | ..... | ..... | ..... | 24 |
| | Shears, c. s., trimmer's, straight, full size, good quality: | | | | | | | | | | |
| 25 | 8-inch.....doz.. | **11 3/12** | **3.95** | 4.75 | 4.25 | 4.80 | ..... | 4.80 | ..... | ..... | 25 |
| 26 | 10-inch.....do... | **8 4/12** | **6.25** | 7.50 | 6.50 | 7.50 | ..... | ..... | ..... | ..... | 26 |
| | Shoes, horse, light, assorted, front and hind, per 100 pounds: | | | | | | | | | | |
| 27 | No. 0.....lbs.. | **200** | 4.09 | ..... | 4.23 | **4.04** | 4.75 | ..... | 5.14 | 4.35 | 27 |
| 28 | No. 1.....do... | **575** | 4.09 | ..... | 4.23 | **4.04** | 4.75 | ..... | 4.89 | 4.35 | 28 |
| 29 | No. 2.....do... | **950** | 3.84 | ..... | 4.23 | **3.79** | 4.50 | ..... | 4.54 | 4.14 | 29 |
| 30 | No. 3.....do... | **1,900** | 3.84 | ..... | 4.23 | **3.79** | 4.50 | ..... | 4.54 | 4.14 | 30 |
| 31 | No. 4.....do... | **1,150** | 3.84 | ..... | 4.23 | **3.79** | 4.50 | ..... | 4.54 | 4.14 | 31 |
| 32 | No. 5.....do... | **500** | 3.84 | ..... | 4.23 | **3.79** | 4.50 | ..... | 4.54 | 4.14 | 32 |
| 33 | No. 6.....do... | **275** | 3.84 | ..... | 4.23 | **3.79** | 4.50 | ..... | 4.54 | 4.14 | 33 |
| | Shoes: | | | | | | | | | | |
| 34 | Mule, No. 3, per 100 pounds.....lbs.. | **150** | 4.09 | ..... | 4.23 | **3.79** | ..... | ..... | 4.79 | 4.14 | 34 |
| 35 | Ox, No. 3.....do... | **50** | ..... | ..... | ..... | **.07** | ..... | ..... | ..... | ..... | 35 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in **bold** type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Louis Feldmann, jr. | Henry M. Holbrook. | Harry Unna. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| 1 | Shovels, fire, hand, long handle.....doz.. | **12** | .60 | ..... | **1.10** | .58 |
| 2 | Sieves, iron wire, 18-mesh, tin frames ...do... | **7 4/12** | **1.24** | 1.60 | 1.50 | 1.50 |
| 3 | Spirit levels, with plumb, 30-inch.....No.. | **42** | **.60** | ..... | ..... | ..... |
| 4 | Spoke pointers, adjustable.....do... | **2** | .55 | ..... | ..... | ..... |
| 5 | Springs, door, spiral, heavy.....doz.. | **14** | 1.10 | ..... | ..... | 1.22 |
| 6 | | | 2.40 | | | |
| | Squares: | | | | | |
| 7 | Bevel, sliding T, 10-inch .....No.. | **8** | .17 | ..... | ..... | .17 |
| 8 | Framing, steel, 2 inches wide.....do... | **16** | **.48** | ..... | ..... | .57 |
| 9 | | | | | | .66 |
| 10 | Panel, 15-inch .....do... | [a] 10 | ..... | ..... | ..... | ..... |
| 11 | Try, 4½-inch.....do... | **7** | **.095** | ..... | ..... | .10 |
| 12 | Try and miter, 7½-inch.....do... | **6** | .25 | ..... | ..... | ..... |
| 13 | Try, 10-inch.....do... | **4** | .22 | ..... | ..... | ..... |
| 14 | Staples, wrought iron, 3 inches long.....doz.. | **55** | .04 | ..... | ..... | ..... |
| 15 | Steel, cast, bar, ⅜ by 1 inch.....lbs.. | **400** | **7.22** | ..... | ..... | ..... |
| | Steel, cast, octagon: | | | | | |
| 16 | ⅜-inch .....do... | **140** | **8.22** | ..... | ..... | ..... |
| 17 | ½-inch.....do... | **225** | **7.27** | ..... | ..... | ..... |
| 18 | ⅝-inch.....do... | **475** | **7.22** | ..... | ..... | ..... |
| 19 | ¾-inch.....do... | **200** | **7.22** | ..... | ..... | ..... |
| 20 | 1-inch.....do... | **275** | **7.22** | ..... | ..... | ..... |
| 21 | 1¼-inch..... .do... | **100** | **7.22** | ..... | ..... | ..... |
| | Steel, cast, square: | | | | | |
| 22 | ⅜-inch.....do... | **50** | **8.22** | ..... | ..... | ..... |
| 23 | ⅝-inch.....do... | **100** | **7.22** | ..... | ..... | ..... |
| 24 | 1-inch.....do... | **150** | **7.22** | ..... | ..... | ..... |
| 25 | 1¼-inch.....do... | **200** | **7.22** | ..... | ..... | ..... |
| 26 | 2-inch.....do... | **200** | **7.22** | ..... | ..... | ..... |
| | Steel, plow: | | | | | |
| 27 | ¼ by 3 inches.....do... | **150** | **3.725** | ..... | ..... | ..... |
| 28 | ¼ by 4 inches.....do... | **25** | **3.725** | ..... | ..... | ..... |
| 29 | ¼ by 5 inches.....do... | **100** | **3.725** | ..... | ..... | ..... |
| 30 | ¼ by 6 inches.....do... | **25** | **3.725** | ..... | ..... | ..... |
| | Steel, spring: | | | | | |
| 31 | ¼ by 1 inch.....do... | **25** | **4.22** | ..... | ..... | ..... |
| 32 | ¼ by 1½ inches.....do... | **150** | **4.22** | ..... | ..... | ..... |
| 33 | ¼ by 1¾ inches.....do... | **125** | **4.22** | ..... | ..... | ..... |
| 34 | ¼ by 2 inches.....do... | **500** | **4.22** | ..... | ..... | ..... |
| 35 | Steels, butcher's, 12-inch, stag handle ...No.. | **6** | **.65** | ..... | ..... | ..... |
| | Stocks and dies, blacksmith's: | | | | | |
| 36 | To cut 1 inch to ⅞ inch, L. H., and 1 inch to ⅞ inch, R. H., 6 taps and 3 dies each, number..... | **6** | ..... | ..... | ..... | ..... |
| 37 | To cut ⅞ inch to 5/16 inch, L. H., and ⅞ inch to ½ inch, R. H., 6 taps and 3 dies each, number..... | **6** | ..... | ..... | ..... | ..... |
| 38 | Swage block, blacksmith's, per pound ...No.. | **1** | .035 | ..... | ..... | ..... |
| 39 | Tacks, iron wire, brass head, upholsterer's, size No. 43, per M.....M.. | **28½** | .45 | ..... | ..... | **.42** |
| | Tacks, cut, full half weight, per dozen papers: | | | | | |
| 40 | 4-ounce .....doz. papers.. | **42** | **.105** | ..... | ..... | ..... |
| 41 | 6-ounce .....do... | **85** | **.13** | ..... | ..... | ..... |
| 42 | 8-ounce .....do... | **118** | **.16** | ..... | ..... | ..... |
| 43 | 10-ounce .....do... | **88** | **.18** | ..... | ..... | ..... |
| 44 | 12-ounce .....do... | **60** | **.21** | ..... | ..... | ..... |

[a] No bid.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Andrew Carrigan. | Alexander Hamilton. | Andrew B. C. Dohrman. | Lloyd, Scovel Iron Co. | Richard H. Grey. | Henry E. Bothin. | Number. |
|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | |
| .70 | ..... | .67 | ..... | ..... | ..... | 1 |
| 1.18 | 1.25 | 1.14 | ..... | ..... | ..... | 2 |
| .56 | .60 | ..... | ..... | ..... | ..... | 3 |
| .35 | .63 | ..... | .75 | ..... | ..... | 4 |
| 1.10 | 1.20 | ..... | ..... | ..... | ..... | 5 |
| | | | | | | 6 |
| .15 | .14 | ..... | ..... | ..... | ..... | 7 |
| .55 | .55 | ..... | ..... | ..... | ..... | 8 |
| | | | | | | 9 |
| ..... | ..... | ..... | ..... | ..... | ..... | 10 |
| ..... | .085 | ..... | ..... | ..... | ..... | 11 |
| .24 | .27 | ..... | ..... | ..... | ..... | 12 |
| ..... | .21 | ..... | ..... | ..... | ..... | 13 |
| .085 | .035 | ..... | ..... | ..... | ..... | 14 |
| .09 | ..... | ..... | .09 | .0849 | ..... | 15 |
| .09½ | .085 | ..... | .095 | .0949 | .0975 | 16 |
| .08¾ | .08 | ..... | .09 | .0849 | ..... | 17 |
| .08½ | .075 | ..... | .085 | .0849 | ..... | 18 |
| .08¾ | .075 | ..... | .085 | .0849 | 8.75 | 19 |
| .08¾ | .075 | ..... | .085 | .0849 | 8.75 | 20 |
| .08¾ | .075 | ..... | .085 | .0849 | 8.75 | 21 |
| .10 | ..... | ..... | .095 | .0949 | 9.75 | 22 |
| .09 | ..... | ..... | .085 | .0949 | 8.75 | 23 |
| .09 | ..... | ..... | .085 | .0849 | 8.75 | 24 |
| .09 | ..... | ..... | .085 | .0849 | 8.75 | 25 |
| .09 | ..... | ..... | .085 | .0849 | ..... | 26 |
| .08¾ | ..... | ..... | .04 | ..... | ..... | 27 |
| .08¾ | ..... | ..... | .04 | ..... | 4.25 | 28 |
| .08¾ | ..... | ..... | .04 | ..... | 4.25 | 29 |
| .08¾ | ..... | ..... | .04 | ..... | 4.25 | 30 |
| .04¾ | ..... | ..... | .04¾ | .0499 | ..... | 31 |
| .04¾ | ..... | ..... | .04¾ | .0499 | 5.00 | 32 |
| .04¾ | ..... | ..... | .04¾ | .0499 | ..... | 33 |
| .04¾ | ..... | ..... | .04¾ | .0499 | ..... | 34 |
| .65 | .68 | .90 | ..... | ..... | ..... | 35 |
| ..... | 4.50 | ..... | 7.20 | 5.98 | ..... | 36 |
| ..... | 2.20 | ..... | 2.70 | 3.48 | ..... | 37 |
| .08 | .02¾ | ..... | .04 | .09 | ..... | 38 |
| .50 | .43 | ..... | ..... | ..... | ..... | 39 |
| .12 | .12 | ..... | ..... | ..... | .15 | 40 |
| .145 | .145 | ..... | ..... | ..... | .18 | 41 |
| .17½ | .175 | ..... | ..... | ..... | .22 | 42 |
| .209 | .20¾ | ..... | ..... | ..... | .26 | 43 |
| .24 | .24 | ..... | ..... | ..... | .30 | 44 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. All to be delivered in San Francisco, Cal. |
|---|---|---|---|
| 1 | Tape measures, 75-foot, leather case ..... No.. | 21 | 1.00 |
| 2 | | | |
| 3 | Tire shrinkers ..... do... | 3 | 12.50 |
| 4 | | | |
| | Toe calks, steel: | | |
| 5 | No. 1 ..... lbs.. | 65 | .05 |
| 6 | No. 2 ..... do... | 105 | .05 |
| 7 | No. 3 ..... do... | 270 | .05 |
| | Trowels: | | |
| 8 | Brick, 10½-inch ..... No.. | 18 | .50 |
| 9 | Plastering, 10½-inch ..... do... | 3 | .75 |
| 10 | | | .35 |
| 11 | Tuyeres (Tweer), iron, duck's-nest pattern, single, No. 2, heavy ... do... | 8 | .52 |
| | Vises, blacksmith's, solid box, per pound: | | |
| 12 | 6-inch jaw ..... do... | 4 | 10.75 |
| 13 | 4½-inch jaw ..... do... | 2 | 5.65 |
| 14 | Vises, carpenter's, oval slide, 4-inch jaw ..... do... | 8 | 2.30 |
| | Washers, iron: | | |
| 15 | For ½-inch bolt ..... lbs.. | 132 | .08 |
| 16 | For ⅝-inch bolt ..... do... | 98 | .07 |
| 17 | For ¾-inch bolt ..... do... | 127 | .06 |
| 18 | For ⅞-inch bolt ..... do... | 143 | .045 |
| 19 | For 1-inch bolt ..... do... | 119 | .04½ |
| 20 | For 1-inch bolt ..... do... | 53 | .04½ |
| | Wedges, wood chopper's, solid steel, per pound: | | |
| 21 | 5-pound ..... No.. | 38 | .041 |
| 22 | 6-pound ..... do... | 24 | .041 |
| 23 | Well-wheels, 10-inch ..... do... | 40 | .25 |
| | Wire, annealed: | | |
| 24 | No. 16 gauge ..... lbs.. | 285 | ..... |
| 25 | No. 20 gauge ..... do... | a 80 | ..... |
| 26 | No. 24 gauge ..... do... | a 55 | ..... |
| | Wire, bright, iron: | | |
| 27 | No. 7 gauge ..... do... | 10 | ..... |
| 28 | No. 8 gauge ..... do... | 35 | ..... |
| 29 | No. 9 gauge ..... do... | 10 | ..... |
| 30 | No. 10 gauge ..... do... | 10 | ..... |
| 31 | No. 11 gauge ..... do... | 25 | ..... |
| 32 | No. 16 gauge ..... do... | 70 | ..... |
| 33 | No. 18 gauge ..... do... | 45 | ..... |
| 34 | Wire cloth, for screens, painted ..... sq. ft.. | 10,900 | 1.10 |
| 35 | Wire, two points, barbed, galvanized, for hog fence; main wires not larger than 12½ gauge; barbs not larger than 13½ gauge; space between barbs not to exceed 3 inches; samples in 1-rod lengths required ... lbs.. | 4,100 | 3.62 |
| 36 | | | |
| 37 | Wire, two-point barbed, galvanized, for cattle fence; main wires not larger than 12½ gauge; barbs not larger than 13½ gauge; space between barbs not to exceed 5 inches; samples in 1-rod lengths required .. lbs.. | 66,300 | 3.62 |
| 38 | | | |
| 39 | Wire-fence staples, 1½-inch, steel, galvanized ..... do... | 3,860 | 3.62 |
| 40 | Wire-fence stretchers ..... No.. | 14 | .43 |
| | Wrenches, screw, black: | | |
| 41 | 8-inch ..... do... | 80 | .21 |
| 42 | | | |
| 43 | 10-inch ..... do... | 35 | .25 |
| 44 | | | |
| 45 | 12-inch ..... do... | 17 | .29 |
| 46 | | | |
| 47 | 15-inch ..... do... | 10 | .50 |
| 48 | | | |

a No bid.

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Andrew Carrigan. | Alexander Hamilton. | Lloyd, Scovel Iron Co. | Henry M. Holbrook. | Henry Seller. | Harry Unna. | Number. |
|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | |
| .75 | .58 | | | | | 1 |
| .50 | | | | | | 2 |
| 12.00 | 20.00 | 10.00 | | | | 3 |
| | | 17.50 | | | | 4 |
| .05 | .05 | .06 | | | | 5 |
| .05 | .05 | .06 | | | | 6 |
| .05 | .05 | .06 | | | | 7 |
| .52 | .60 | | | | | 8 |
| .70 | .80 | | | | | 9 |
| | | | | | | 10 |
| .68 | .70 | | | | | 11 |
| .11 | .11 | .15 | | | | 12 |
| .11 | .11 | .15 | | | | 13 |
| 2.65 | 3.30 | | | 3.45 | | 14 |
| .08½ | .07 | .10 | | | | 15 |
| .07½ | .06¼ | .094 | | | | 16 |
| .06½ | .05½ | .085 | | | | 17 |
| .05 | .04 | .075 | | | | 18 |
| .045 | .03¾ | .068 | | | | 19 |
| .045 | .03¾ | .068 | | | | 20 |
| .045 | .049 | | | | | 21 |
| .045 | .049 | | | | | 22 |
| .24 | .40 | | .26 | | | 23 |
| 4.95 | | | .047 | | | 24 |
| | | | | | | 25 |
| | | | | | | 26 |
| | | | .04½ | | | 27 |
| | | | .04½ | | | 28 |
| | | | .045 | | | 29 |
| | | | .045 | | | 30 |
| | | | .045 | | | 31 |
| | | | .06 | | | 32 |
| | | | .07 | | | 33 |
| .01½ | 1.00 | | .01½ | | | 34 |
| 3.80 | 3.60 | | | | | 35 |
| | 3.70 | | | | | 36 |
| 3.80 | 3.60 | | | | | 37 |
| | 3.70 | | | | | 38 |
| 3.80 | 3.71 | | | | | 39 |
| .40 | .46 | | | | | 40 |
| .38 | .22 | .30 | .28 | | .22 | 41 |
| .21 | | | | | | 42 |
| .45 | .265 | .36 | .30 | | .27 | 43 |
| .25 | | | | | | 44 |
| .58 | .28 | .42 | .40 | | .31 | 45 |
| .30 | | | | | | 46 |
| .90 | .52 | .72 | .65 | | .585 | 47 |
| .50 | | | | | | 48 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Cornelius H. Chase. | Richard H. Grey. | Oscar S. Levy. | Henry E. Bothin. |
|---|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | | |
| | ADDITIONAL ARTICLES. | | | | | | |
| | Iron, tire, round edge, ⅜ by 2 inches, per 100 pounds: | | | | | | |
| 1 | 12 feet long .....lbs.. | 5,000 | ..... | ..... | .0354 | ..... | 3.50 |
| 2 | 14 feet long.....do... | 5,000 | ..... | ..... | .0354 | ..... | 3.50 |
| | Belting, rubber: | | | | | | |
| 3 | 4-ply, 14-inch.....feet.. | 75 | .462 | .576 | ..... | .366 | ..... |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | 3-ply, 5-inch .....do... | 100 | .10¼ | .13 | ..... | .114 | ..... |
| 7 | | | | | | | |
| 8 | | | | | | | |
| | *Plumbers', steam and gas fitters' tools, fittings, and supplies.* | | | | | | |
| 9 | Blast furnace, combination, hot blast, complete with fire pot, number..... | 6 | 3.75 | ..... | ..... | ..... | ..... |
| 10 | Cement, gas fitters', in 5-pound packages.....lbs.. | 45 | ..... | ..... | ..... | ..... | ..... |
| | Cutter, pipe, 3-wheel: | | | | | | |
| 11 | To cut ⅛ to 1 inch .....No.. | 1 | .95 | ..... | ..... | ..... | ..... |
| 12 | To cut ⅛ to 2 inches.....do... | 6 | 1.24 | ..... | ..... | ..... | ..... |
| | Ladles, melting: | | | | | | |
| 13 | 4-inch .....do... | 2 | .12 | ..... | ..... | ..... | ..... |
| 14 | 8-inch .....do... | 2 | 2.50 | ..... | ..... | ..... | ..... |
| | Pliers, gas: | | | | | | |
| 15 | 6-inch .....do... | 6 | .13 | ..... | ..... | ..... | ..... |
| 16 | 12-inch .....do... | 11 | .38 | ..... | ..... | ..... | ..... |
| | Ratchets, sleeve. | | | | | | |
| 17 | Handle 10 inches long...do... | 2 | 3.80 | ..... | ..... | ..... | ..... |
| 18 | Handle 17 inches long...do... | 1 | 5.80 | ..... | ..... | ..... | ..... |
| | Reamers, pipe: | | | | | | |
| 19 | ½-inch .....do... | 5 | .35 | ..... | ..... | ..... | ..... |
| 20 | ¾-inch .....do... | 7 | .40 | ..... | ..... | ..... | ..... |
| 21 | 1-inch .....do... | 8 | .55 | ..... | ..... | ..... | ..... |
| 22 | 1¼-inch .....do... | 6 | .60 | ..... | ..... | ..... | ..... |
| 23 | 1½-inch .....do... | 6 | .75 | ..... | ..... | ..... | ..... |
| 24 | 2-inch .....do... | 4 | 1.00 | ..... | ..... | ..... | ..... |
| | Stocks and dies (solid): | | | | | | |
| 25 | ¾ to 1 inch.....do... | 4 | 3.10 | ..... | ..... | ..... | ..... |
| 26 | 1¼ to 2 inch.....do... | 6 | 4.00 | ..... | ..... | ..... | ..... |
| | Taps, pipe: | | | | | | |
| 27 | ½-inch .....do... | 5 | .30 | ..... | ..... | ..... | ..... |
| 28 | ¾-inch .....do... | 6 | .35 | ..... | ..... | ..... | ..... |
| 29 | 1-inch .....do... | 6 | .45 | ..... | ..... | ..... | ..... |
| 30 | 1¼-inch .....do... | 5 | .55 | ..... | ..... | ..... | ..... |
| 31 | 1½-inch .....do... | 6 | .65 | ..... | ..... | ..... | ..... |
| 32 | 2-inch .....do... | 6 | .90 | ..... | ..... | ..... | ..... |
| 33 | Vises, pipe, malleable iron to hold ⅛ to 2 inch pipe .....No.. | 3 | 1.00 | ..... | ..... | ..... | ..... |
| 34 | | | 2.00 | | | | |
| | Wrenches, pipe: | | | | | | |
| 35 | 10-inch .....do... | 13 | .84 | ..... | ..... | ..... | ..... |
| 36 | | | .90 | | | | |
| 37 | | | .80 | | | | |
| 38 | 18-inch .....do... | 27 | 1.50 | ..... | ..... | ..... | ..... |
| 39 | | | 1.60 | | | | |
| 40 | | | 1.30 | | | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Henry C. Norton. | Aubrey T. Dunbar. | Ellis H. Parrish. | Andrew Carrigan. | Alexander Hamilton. | Bowers Rubber Co. | Lloyd, Scovel Iron Co. | Francis J. Baker. | Henry M. Holbrook. | Harry Unna. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | .03½ | | | | 1 |
| | | | | | | .03½ | | | | 2 |
| | .57 | .55 | | .65 | .70 | | | | | 3 |
| | | | | | .555 | | | | | 4 |
| | | | | | .385 | | | | | 5 |
| .155 | .17 | .16 | | .18¼ | .195 | | | | | 6 |
| | | | | | .16 | | | | | 7 |
| | | | | | .11 | | | | | 8 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | 2.70 | 4.00 | | | 4.90 | 3.85 | | 9 |
| | | | | | | | .10 | .09 | | 10 |
| | | | 1.05 | .97 | | | 1.75 | 1.10 | | 11 |
| | | | 1.40 | 1.23 | | | 2.25 | 1.48 | | 12 |
| | | | .10 | .12 | | | .30 | .105 | | 13 |
| | | | 1.41 | | | | | | | 14 |
| | | | .165 | .18 | | | .60 | .22 | .165 | 15 |
| | | | .33 | .35 | | | .90 | .36 | | 16 |
| | | | 3.86 | | | | | | | 17 |
| | | | 5.88 | | | | | | | 18 |
| | | | .31 | .35 | | | | | | 19 |
| | | | .44 | .40 | | | | | | 20 |
| | | | .55 | .55 | | | | | | 21 |
| | | | .67 | .60 | | | | | | 22 |
| | | | .82 | .75 | | | | | | 23 |
| | | | 1.10 | | | | | | | 24 |
| | | | 3.10 | 3.25 | | | | 3.50 | | 25 |
| | | | 4.25 | 4.50 | | | | 4.25 | | 26 |
| | | | .33 | .45 | | | .45 | .36 | | 27 |
| | | | .44 | .50 | | | .60 | .50 | | 28 |
| | | | .55 | .62 | | | 75 | .60 | | 29 |
| | | | .67 | .75 | | | .90 | .75 | | 30 |
| | | | .82 | .92 | | | 1.10 | .90 | | 31 |
| | | | 1.10 | 1.25 | | | 1.50 | 1.25 | | 32 |
| | | | 1.65 | 1.75 | | | | 1.64 | | 33 |
| | | | .98 | | | | | | | 34 |
| | | | .83 | .80 | | | 1.00 | 1.00 | | 35 |
| | | | | | | | | | | 36 |
| | | | | | | | | | | 37 |
| | | | 1.47 | 1.40 | | | 1.75 | 1.75 | | 38 |
| | | | | | | | | | | 39 |
| | | | | | | | | | | 40 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Francis J. Baker. | Henry M. Holbrook. | Andrew Carrigan. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | |
| | *Pipe fittings.* | | | | | | | |
| | Bibbs, lever handle, plain, finished, for iron pipe: | | | | | | | |
| 1 | ½-inch ..... No.. | **42** | **.41** | .50 | .50 | .49 | .44 | 1 |
| 2 | ¾-inch ..... do... | **60** | **.63** | .75 | .80 | .85 | .65 | 2 |
| 3 | 1-inch ..... do... | **22** | **.95** | 1.11 | 1.20 | 1.14 | .98 | 3 |
| | Bibbs, compression, plain, finished, for iron pipe: | | | | | | | |
| 4 | ½-inch ..... No.. | **71** | **.28** | .33 | .35 | .32½ | .31 | 4 |
| 5 | ¾-inch ..... do... | **121** | **.44** | .53 | .54 | .49½ | .48 | 5 |
| 6 | 1-inch ..... do... | **50** | **.80** | 1.00 | 1.00 | .92 | .90 | 6 |
| | Bibbs, compression, plain, finished, for lead pipe: | | | | | | | |
| 7 | ½-inch ..... No.. | **24** | ..... | ..... | ..... | **.275** | ..... | 7 |
| 8 | ¾-inch ..... do... | **24** | ..... | ..... | ..... | **.45** | ..... | 8 |
| | Boiler elbows, with unions, malleable iron, bent, male: | | | | | | | |
| 9 | ½-inch ..... No.. | **31** | ..... | **.19** | ..... | ..... | ..... | 9 |
| 10 | ¾-inch ..... do... | **36** | ..... | **.21** | ..... | ..... | ..... | 10 |
| 11 | 1-inch ..... do... | **26** | ..... | **.43** | ..... | ..... | ..... | 11 |
| | Boiler couplings, with unions, malleable iron, straight, male: | | | | | | | |
| 12 | ½-inch ..... No.. | **17** | ..... | **.19** | ..... | ..... | ..... | 12 |
| 13 | ¾-inch ..... do... | **17** | ..... | **.21** | ..... | ..... | ..... | 13 |
| 14 | 1-inch ..... do... | **17** | ..... | **.21** | .23 | ..... | ..... | 14 |
| | Bushings, malleable iron: | | | | | | | |
| 15 | ⅛ by ¼ inch ..... do... | **198** | .016 | **.015** | .015 | .015 | .02 | 15 |
| 16 | ¼ by 1 inch ..... do... | **243** | .019 | **.0175** | .018 | .018 | .024 | 16 |
| 17 | 1 by 1¼ inches ..... do... | **186** | .023 | **.02** | .021 | .021 | .02½ | 17 |
| 18 | 1¼ by 1½ inches ..... do... | **150** | .029 | **.025** | .02½ | .027 | .035 | 18 |
| 19 | 1½ by 2 inches ..... do... | **135** | .045 | **.04** | .04½ | .042 | .055 | 19 |
| | Caps, malleable iron, black: | | | | | | | |
| 20 | ½-inch ..... do... | **92** | **.012** | .012 | .01½ | .012 | .01½ | 20 |
| 21 | ¾-inch ..... do... | **108** | **.019** | .02 | .02 | .019 | .02 | 21 |
| 22 | 1-inch ..... do... | **108** | .028 | .03 | .03 | **.02½** | .03 | 22 |
| 23 | 1¼-inch ..... do... | **80** | .037 | .04 | .04 | **.03½** | .04 | 23 |
| 24 | 1½-inch ..... do... | **64** | .049 | .05 | .05 | **.04½** | .05½ | 24 |
| 25 | 2-inch ..... do... | **52** | .074 | .08 | .07 | **.07½** | .08 | 25 |
| | Caps, malleable iron, galvanized: | | | | | | | |
| 26 | ½-inch ..... do... | **26** | .019 | .02 | .02 | **.01½** | .02 | 26 |
| 27 | ¾-inch ..... do... | **24** | .028 | .02 | .03 | **.01½** | .03 | 27 |
| 28 | 1-inch ..... do... | **14** | .042 | **.03** | .04 | .04 | .045 | 28 |
| 29 | 1¼-inch ..... do... | **2** | .051 | **.04** | .05 | .05 | .055 | 29 |
| 30 | 2-inch ..... do... | **7** | .12 | **.05** | .12 | .12 | .13 | 30 |
| | Couplings, wrought iron: | | | | | | | |
| 31 | ½-inch ..... do... | **128** | **.023** | .03 | .025 | .02½ | .028 | 31 |
| 32 | ¾-inch ..... do... | **181** | **.033** | .04 | .035 | .03½ | .04 | 32 |
| 33 | 1-inch ..... do... | **171** | **.043** | .05 | .045 | .04½ | .052 | 33 |
| 34 | 1¼-inch ..... do... | **143** | **.056** | .07 | .06 | .05½ | .068 | 34 |
| 35 | 1½-inch ..... do... | **104** | **.07** | .09 | .075 | .07 | .084 | 35 |
| 36 | 2-inch ..... do... | **118** | .095 | .11 | .10 | **.09½** | .112 | 36 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Francis J. Baker. | Henry M. Holbrook. | Andrew Carrigan. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | |
| | Couplings, wrought iron, galvanized: | | | | | | | |
| 1 | ½-inch ..... No.. | **108** | **.033** | .04 | | .03½ | .24 | 1 |
| 2 | ¾-inch ..... do... | **102** | **.043** | .05 | .045 | .04½ | .052 | 2 |
| 3 | 1-inch ..... do... | **102** | **.06** | .07 | .06¼ | .06 | .072 | 3 |
| 4 | 1¼-inch ..... do... | **62** | **.083** | .10 | .09 | .08½ | .10 | 4 |
| 5 | 1½-inch ..... do... | **52** | **.11** | .13 | .12 | .11 | .128 | 5 |
| 6 | 2-inch ..... do... | **46** | .13¼ | .16 | .14 | **.13** | .16 | 6 |
| | Couplings, R. & L., malleable iron, black: | | | | | | | |
| 7 | ½-inch ..... No.. | **6** | ..... | .03 | .03 | **.02½** | ..... | 7 |
| 8 | ¾-inch ..... do... | **12** | ..... | .04 | .035 | **.03** | ..... | 8 |
| 9 | 1-inch ..... do... | **36** | ..... | .06 | **.05½** | .05½ | ..... | 9 |
| 10 | 1¼-inch ..... do... | **24** | ..... | .08 | **.07** | .07 | ..... | 10 |
| 11 | 1½-inch ..... do... | **24** | ..... | .09 | **.08** | .08 | ..... | 11 |
| 12 | 2-inch ..... do... | **12** | ..... | .14 | **.125** | .125 | ..... | 12 |
| | Couplings, R. & L., malleable iron, galvanized: | | | | | | | |
| 13 | ½-inch ..... No.. | **22** | ..... | .05 | ..... | **.04** | ..... | 13 |
| 14 | ¾-inch ..... do... | **35** | ..... | .06 | ..... | **.05** | ..... | 14 |
| 15 | 1-inch ..... do... | **25** | ..... | .09 | ..... | **.08** | ..... | 15 |
| 16 | 1¼-inch ..... do... | **22** | ..... | .11 | ..... | **.10** | ..... | 16 |
| 17 | 1½-inch ..... do... | **23** | ..... | .13 | ..... | **.12** | ..... | 17 |
| 18 | 2-inch ..... do... | **23** | ..... | .21 | ..... | **.19** | ..... | 18 |
| | Crosses, malleable iron, black: | | | | | | | |
| 19 | ½-inch ..... do... | **19** | **.036** | .04 | .04 | .037 | .03¾ | 19 |
| 20 | ¾-inch ..... do... | **25** | .044 | .045 | .045 | **.04** | .045 | 20 |
| 21 | 1-inch ..... do... | **27** | .072 | .075 | **.07** | .07 | .075 | 21 |
| 22 | 1¼-inch ..... do... | **21** | .096 | .10 | **.09** | .09 | .10 | 22 |
| 23 | 1½-inch ..... do... | **21** | .144 | .15 | **.135** | .14 | .15 | 23 |
| 24 | 2-inch ..... do... | **19** | .216 | .23 | **.20** | .21 | .225 | 24 |
| | Crosses, malleable iron, galvanized: | | | | | | | |
| 25 | ½-inch ..... do... | **38** | .048 | .05 | **.045** | .04½ | .05 | 25 |
| 26 | ¾-inch ..... do... | **43** | .072 | .08 | **.07** | .07 | .075 | 26 |
| 27 | 1-inch ..... do... | **43** | .11 | .11 | **.10** | .10 | .11¼ | 27 |
| 28 | 1¼-inch ..... do... | **31** | .144 | .15 | **.13** | .14 | .15 | 28 |
| 29 | 1½-inch ..... do... | **21** | .216 | .23 | **.20** | .20 | .225 | 29 |
| 30 | 2-inch ..... do... | **21** | .36 | .37 | **.34** | .37 | .375 | 30 |
| | Elbows, malleable iron, black: | | | | | | | |
| 31 | ½-inch ..... do... | **173** | .019 | .02 | **.02** | .02½ | .02 | 31 |
| 32 | ¾-inch ..... do... | **183** | .027 | .03 | **.025** | .03 | .02½ | 32 |
| 33 | 1-inch ..... do... | **195** | .044 | .045 | **.04** | .05 | .045 | 33 |
| 34 | 1¼-inch ..... do... | **144** | .058 | .06 | **.05** | .065 | .055 | 34 |
| 35 | 1½-inch ..... do... | **99** | .072 | .075 | **.07** | .085 | .075 | 35 |
| 36 | 2-inch ..... do... | **117** | .12 | .12 | **.11** | .12½ | .125 | 36 |
| | Elbows, malleable iron, galvanized: | | | | | | | |
| 37 | ½-inch ..... do... | **162** | .027 | .03 | **.025** | .025 | .02½ | 37 |
| 38 | ¾-inch ..... do... | **174** | .036 | .04 | **.03½** | .03½ | .03¾ | 38 |
| 39 | 1-inch ..... do... | **170** | .06 | .06 | **.05½** | .06 | .06½ | 39 |
| 40 | 1¼-inch ..... do... | **44** | .082 | .09 | **.08** | .08 | .085 | 40 |
| 41 | 1½-inch ..... do... | **34** | .12 | .13 | **.11** | .11 | .125 | 41 |
| 42 | 2-inch ..... do... | **44** | .192 | .20 | **.18** | .18 | .20 | 42 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Francis J. Baker. | Henry M. Holbrook. | Andrew Carrigan. | Alexander Hamilton. | Richard H. Grey. | Henry E. Bothin. | Alonzo A. Watkins. | Number |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | |
| | Elbows, R. & L., malleable iron, galvanized. | | | | | | | | | | 1 |
| 1 | ½-inch.....no.. | 5 | ..... | ..... | ..... | .04 | ..... | ..... | ..... | ..... | 2 |
| 2 | ¾-inch.....do... | 5 | ..... | ..... | ..... | .05 | ..... | ..... | ..... | ..... | 3 |
| 3 | 1-inch.....do... | 5 | ..... | ..... | ..... | .09 | ..... | ..... | ..... | ..... | 4 |
| 4 | 1¼-inch.....do... | 5 | ..... | ..... | ..... | .11 | ..... | ..... | ..... | ..... | 5 |
| 5 | 1½-inch.....do... | 5 | ..... | ..... | ..... | .14 | ..... | ..... | ..... | ..... | 6 |
| 6 | 2-inch.....do... | 5 | ..... | ..... | ..... | .20 | ..... | ..... | ..... | ..... | |
| | Elbows, malleable iron, black, side outlet: | | | | | | | | | | |
| 7 | ½-inch.....no.. | 35 | ..... | .03 | ..... | .02½ | ..... | ..... | ..... | ..... | 7 |
| 8 | ¾-inch.....do... | 35 | ..... | .045 | .04 | .04 | ..... | ..... | ..... | ..... | 8 |
| 9 | 1-inch.....do... | 35 | ..... | .075 | .07 | .07 | ..... | ..... | ..... | ..... | 9 |
| 10 | 1¼-inch.....do... | 12 | ..... | .11 | .10 | .10 | ..... | ..... | ..... | ..... | 10 |
| 11 | 1½-inch.....do... | 12 | ..... | .15 | .135 | .14 | ..... | ..... | ..... | ..... | 11 |
| 12 | 2-inch.....do... | 12 | ..... | ..... | .225 | .23 | ..... | ..... | ..... | ..... | 12 |
| | Elbows, malleable iron, galvanized, side outlet: | | | | | | | | | | |
| 13 | ½-inch.....no.. | 65 | ..... | .04 | .025 | .03½ | ..... | ..... | ..... | ..... | 13 |
| 14 | ¾-inch.....do... | 89 | ..... | .06 | .055 | .05½ | ..... | ..... | ..... | ..... | 14 |
| 15 | 1-inch.....do... | 41 | ..... | .09 | .065 | .08½ | ..... | ..... | ..... | ..... | 15 |
| 16 | 1¼-inch.....do... | 5 | ..... | ..... | .135 | .06½ | ..... | ..... | ..... | ..... | 16 |
| 17 | 1½-inch.....do... | 5 | ..... | ..... | ..... | .20 | ..... | ..... | ..... | ..... | 17 |
| 18 | 2-inch.....do... | 11 | ..... | ..... | ..... | .27 | ..... | ..... | ..... | ..... | 18 |
| | Gas-service cocks, brass, female: | | | | | | | | | | |
| 19 | ¾-inch.....no.. | 17 | .29 | .35 | .40 | .34 | ..... | ..... | ..... | ..... | 19 |
| 20 | 1-inch.....do... | 16 | .38 | .45 | .48 | .44 | ..... | ..... | ..... | ..... | 20 |
| 21 | 1¼-inch.....do... | 2 | .57 | .67 | .72 | .67 | ..... | ..... | ..... | ..... | 21 |
| | Nipples, shoulder, wrought-iron, black: | | | | | | | | | | |
| 22 | ½-inch.....no.. | 138 | .013 | .014 | .015 | .013 | ..... | ..... | ..... | ..... | 22 |
| 23 | ¾-inch.....do... | 157 | .016 | .017 | .018 | .015 | ..... | ..... | ..... | ..... | 23 |
| 24 | 1-inch.....do... | 158 | .021 | .023 | .025 | .02 | ..... | ..... | ..... | ..... | 24 |
| 25 | 1¼-inch.....do... | 128 | .029 | .03 | .035 | .03 | ..... | ..... | ..... | ..... | 25 |
| 26 | 1½-inch.....do... | 46 | .034 | .037 | .04 | .03½ | ..... | ..... | ..... | ..... | 26 |
| 27 | 2-inch.....do... | 52 | .047 | .04 | .055 | .039 | ..... | ..... | ..... | ..... | 27 |
| | Nipples, shoulder, wrought-iron, galvanized: | | | | | | | | | | |
| 28 | ½-inch.....no.. | 98 | .015 | .017 | .018 | .015 | ..... | ..... | ..... | ..... | 28 |
| 29 | ¾-inch.....do... | 121 | .02 | .023 | .025 | .02 | ..... | ..... | ..... | ..... | 29 |
| 30 | 1-inch.....do... | 106 | .02½ | .03 | .035 | .029 | ..... | ..... | ..... | ..... | 30 |
| 31 | 1¼-inch.....do... | 101 | .04½ | .048 | .055 | .04½ | ..... | ..... | ..... | ..... | 31 |
| 32 | 1½-inch.....do... | 116 | .05½ | .06 | .065 | .055 | ..... | ..... | ..... | ..... | 32 |
| 33 | 2-inch.....do... | 129 | .06½ | .075 | .085 | .07 | ..... | ..... | ..... | ..... | 33 |
| | Pipe, wrought-iron, black: | | | | | | | | | | |
| 34 | ½-inch .....feet.. | 1,050 | a3.67 | .0395 | .0445 | a3.99 | ..... | .05 | ..... | .0445 | 34 |
| 35 | ¾-inch.....do... | 950 | a4.24 | .046 | .0490 | a4.60 | ..... | .06 | a5.65 | .0496 | 35 |
| 36 | 1-inch.....do... | 3,700 | a6.07 | .066 | .07 | a6.59 | ..... | .07 | a8.10 | .07 | 36 |
| 37 | 1¼-inch.....do... | 850 | a8.27 | .09 | .096 | a9.00 | ..... | .09 | a11.00 | .096 | 37 |
| 38 | 1½-inch.....do... | 1,120 | a9.96 | .108 | .1150 | a10.80 | ..... | .11 | a13.25 | a11.50 | 38 |
| 39 | 2-inch.....do... | 1,920 | a13.25 | .144 | .1535 | a14.40 | ..... | .14 | a18.00 | a15.35 | 39 |

a Per 100 feet.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Richard H. Grey. | Francis J. Baker. | Henry M. Holbrook. | Henry E. Bothin. | Alonzo A. Watkins. | Andrew Carrigan. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | | |
| | Pipe, wrought-iron, galvanized: | | | | | | | | | | |
| 1 | ½-inch .....feet.. | **1,600** | *a* **4.59** | .06 | .05 | .0555 | ..... | *a* 5.55 | *a* 4.98 | ..... | 1 |
| 2 | ¾-inch.....do... | **3,550** | *a* **5.48** | .07 | .06 | .0635 | *a* 7.30 | *a* 6.35 | *a* 5.94 | ..... | 2 |
| 3 | 1-inch.....do... | **3,250** | *a* **7.86** | .10 | .085 | .0910 | *a* 10.50 | *a* 9.10 | *a* 8.55 | ..... | 3 |
| 4 | 1¼-inch.....do... | **1,460** | *a* **10.72** | .135 | .1175 | .1240 | *a* 14.25 | *a* 12.40 | *a* 11.64 | ..... | 4 |
| 5 | 1½-inch.....do... | **500** | *a* **12.87** | .15 | .14 | .15 | *a* 17.10 | *a* 15.00 | *a* 13.98 | ..... | 5 |
| 6 | 2-inch.....do... | **1,650** | *a* **17.15** | .21 | .1875 | .20 | *a* 23.00 | *a* 20.00 | *a* 18.66 | ..... | 6 |
| | Pipe, lead, per pound: | | | | | | | | | | |
| 7 | ½-inch .....feet.. | **250** | ..... | ..... | .06 | **.055** | ..... | .06 | ..... | ..... | 7 |
| 8 | ¾-inch.....do... | **50** | ..... | ..... | .06 | **.055** | ..... | .06 | ..... | ..... | 8 |
| 9 | 1-inch.....do... | **20** | ..... | ..... | .06 | **.055** | ..... | .06 | ..... | ..... | 9 |
| 10 | 1¼-inch.....do... | **80** | ..... | ..... | .06 | **.055** | ..... | .06 | ..... | ..... | 10 |
| 11 | 1½-inch.....do... | **100** | ..... | ..... | .06 | **.055** | ..... | .06 | ..... | ..... | 11 |
| | Plugs, cast-iron, black: | | | | | | | | | | |
| 12 | ½-inch.....no.. | **144** | **.00¾** | ..... | .006 | .01 | ..... | ..... | .00¾ | ..... | 12 |
| 13 | ¾-inch.....do... | **153** | **.009** | ..... | .01 | .01 | ..... | ..... | .01 | ..... | 13 |
| 14 | 1-inch.....do... | **148** | **.012** | ..... | .012 | .01¼ | ..... | ..... | .01¼ | ..... | 14 |
| 15 | 1¼-inch.....do... | **89** | **.015** | ..... | .015 | .015 | ..... | ..... | .016 | ..... | 15 |
| 16 | 1½-inch.....do... | **71** | **.02** | ..... | .021 | .02¼ | ..... | ..... | .02¼ | ..... | 16 |
| 17 | 2-inch.....do... | **86** | **.03** | ..... | .03 | .03¼ | ..... | ..... | .03¼ | ..... | 17 |
| | Plugs, cast-iron, galvanized: | | | | | | | | | | |
| 18 | ½-inch.....no.. | **57** | **.012** | ..... | .012 | .015 | ..... | ..... | .01¼ | ..... | 18 |
| 19 | ¾-inch.....do... | **72** | **.018** | ..... | .02 | .02 | ..... | ..... | .019 | ..... | 19 |
| 20 | 1-inch.....do... | **40** | **.024** | ..... | .024 | .025 | ..... | ..... | .025 | ..... | 20 |
| 21 | 1¼-inch.....do... | **40** | **.03** | ..... | .03 | .03¼ | ..... | ..... | .03 | ..... | 21 |
| 22 | 1½-inch.....do... | **34** | .042 | ..... | **.04** | .045 | ..... | ..... | .04½ | ..... | 22 |
| 23 | 2-inch.....do... | **34** | .06 | ..... | .06 | .065 | ..... | ..... | **.055** | ..... | 23 |
| | Reducers, malleable iron, black: | | | | | | | | | | |
| 24 | ½ by ¾ inch.....no.. | **143** | .029 | ..... | **.02** | .03 | ..... | ..... | .02½ | .03 | 24 |
| 25 | ¾ by 1 inch....do... | **141** | .034 | ..... | **.03** | .03¼ | ..... | ..... | .03¼ | .035 | 25 |
| 26 | 1 by 1¼ inches.do... | **139** | .044 | ..... | **.035** | .04 | ..... | ..... | .04 | .045 | 26 |
| 27 | 1¼ by 1½ inches.do... | **109** | .067 | ..... | **.045** | .065 | ..... | ..... | .065 | .07 | 27 |
| 28 | 1½ by 2 inches..do... | **118** | .096 | ..... | **.07** | .09 | ..... | ..... | .09 | .10 | 28 |
| | Reducers, malleable iron, galvanized: | | | | | | | | | | |
| 29 | ½ by ¾ inch.....no.. | **91** | .041 | ..... | **.03** | .04 | ..... | ..... | .039 | .04¼ | 29 |
| 30 | ¾ by 1 inch....do... | **109** | .065 | ..... | **.04** | .06 | ..... | ..... | .06 | .0675 | 30 |
| 31 | 1 by 1¼ inches.do... | **76** | .085 | ..... | **.07** | .08 | ..... | ..... | .08 | .08¾ | 31 |
| 32 | 1¼ by 1½ inches.do... | **55** | .11 | ..... | **.09** | .10 | ..... | ..... | .10 | .11¼ | 32 |
| 33 | 1½ by 2 inches..do... | **60** | .18 | ..... | **.11** | .17 | ..... | ..... | .17 | .18¾ | 33 |
| | Stopcocks, brass, steam: | | | | | | | | | | |
| 34 | ½-inch.....no.. | **35** | .53 | ..... | **.35** | .55 | ..... | ..... | .43 | ..... | 34 |
| 35 | 1-inch.....do... | **14** | .73 | ..... | **.45** | .75 | ..... | ..... | .59 | ..... | 35 |
| 36 | 1¼-inch.....do... | **7** | 1.15 | ..... | **.67** | 1.15 | ..... | ..... | .93 | ..... | 36 |

*a* Per 100 feet.



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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Francis J. Baker. | Henry M. Holbrook. | Andrew Carrigan. | Alexander Hamilton. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | |
| 1 | Straps, tinned, for ½, ¾, 1, 1¼, 1½, and 2-inch pipe.....doz.. | 42 | .04 | .05 | .12 | .09 | ..... | 1 |
| 2 | | | .06 | .07 | | | | 2 |
| 3 | | | .08 | .09 | | | | 3 |
| 4 | | | .09 | .10 | | | | 4 |
| 5 | | | .14 | .15 | | | | 5 |
| 6 | | | .15 | .17 | | | | 6 |
| | Tees, malleable iron, black: | | | | | | | |
| 7 | ½-inch.....No.. | 112 | .024 | .025 | .02½ | .02½ | .025 | 7 |
| 8 | ¾-inch.....do... | 122 | .032 | .03 | .03 | .03 | .03½ | 8 |
| 9 | 1-inch.....do... | 150 | .048 | .05 | .05 | .04½ | .05 | 9 |
| 10 | 1¼-inch.....do... | 89 | .06 | .06 | .06 | .06½ | .06½ | 10 |
| 11 | 1½-inch.....do... | 76 | .087 | .09 | .08 | .08½ | .09 | 11 |
| 12 | 2-inch.....do... | 77 | .144 | .15 | .135 | .13½ | .15 | 12 |
| | Tees, malleable iron, galvanized: | | | | | | | |
| 13 | ½-inch.....do... | 120 | .036 | .04 | .035 | .02 | .03½ | 13 |
| 14 | ¾-inch.....do... | 114 | .048 | .05 | .045 | .039 | .05 | 14 |
| 15 | 1-inch.....do... | 77 | .082 | .085 | .08 | .05½ | .085 | 15 |
| 16 | 1¼-inch.....do... | 31 | .105 | .12 | .11 | .08 | .12 | 16 |
| 17 | 1½-inch.....do... | 22 | .155 | .13 | .15 | .10 | .16 | 17 |
| 18 | 2-inch.....do... | 47 | .24 | .33 | .23 | .15 | .25 | 18 |
| | Tees, four-way, malleable iron, black: | | | | | | | |
| 19 | ½-inch.....do... | 23 | ..... | .035 | .035 | .03½ | .03½ | 19 |
| 20 | ¾-inch.....do... | 23 | ..... | .05 | .045 | .046 | .045 | 20 |
| 21 | 1-inch.....do... | 42 | ..... | .09 | .08 | .08 | .075 | 21 |
| 22 | 1¼-inch.....do... | 12 | ..... | .13 | .115 | .115 | .10 | 22 |
| 23 | 1½-inch.....do... | 6 | ..... | .23 | .18 | .19 | .15 | 23 |
| 24 | 2-inch.....do... | 8 | ..... | ..... | ..... | .28 | .225 | 24 |
| | Tees, four-way, malleable iron, galvanized: | | | | | | | |
| 25 | ½-inch.....No.. | 5 | ..... | .05 | .05 | .05 | .05 | 25 |
| 26 | ¾-inch.....do... | 11 | ..... | .07 | .07 | .065 | .075 | 26 |
| 27 | 1-inch.....do... | 11 | ..... | .14 | .13 | .12 | .11½ | 27 |
| 28 | 1¼-inch.....do... | 5 | ..... | .19 | .17 | .27 | .15 | 28 |
| 29 | 1½-inch.....do... | 5 | ..... | ..... | .27 | .40 | .225 | 29 |
| 30 | 2-inch.....do... | 11 | ..... | .60 | ..... | .55 | .375 | 30 |
| | Valves, gate, high-pressure: | | | | | | | |
| 31 | ½-inch.....do... | 42 | .44 | .39 | .45 | .385 | ..... | 31 |
| 32 | | | .90 | | | .36½ | | 32 |
| 33 | ¾-inch.....do... | 36 | 1.53 | .52 | .60 | .52 | ..... | 33 |
| 34 | | | 1.20 | | | .495 | | 34 |
| 35 | 1-inch.....do... | 25 | .75 | .75 | .85 | .70 | ..... | 35 |
| 36 | | | 1.55 | | | .74 | | 36 |
| 37 | 1¼-inch.....do... | 19 | 1.05 | 1.00 | 1.10 | 1.04 | ..... | 37 |
| 38 | | | 2.20 | | | .99 | | 38 |
| 39 | 1½-inch.....do... | 16 | 1.50 | 1.50 | 1.60 | 1.41 | ..... | 39 |
| 40 | | | 3.00 | | | 1.48 | | 40 |

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*Abstract of proposals received and contracts awarded in San Francisco, Cal., under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

[NOTE.—Figures in large type denote rates at which contracts have been awarded.]

HARDWARE—Continued.

| Number. | CLASS No. 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Cornelius H. Chase. | Francis J. Baker. | Henry M. Holbrook. | Ellis H. Parrish. | William M. Shear. | Andrew Carrigan. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Delivered in San Francisco, Cal. | | | | | | | |
| 1 | Valves, gate, high-pressure, 2-inch.....No.. | 18 | 2.25 | ..... | 2.20 | 2.40 | ..... | ..... | 2.22 | 1 |
| 2 | | | 4.25 | | | | | | **2.11** | 2 |
| | Valves, globe, high-pressure: | | | | | | | | | |
| 3 | ½-inch.....No.. | 55 | **.275** | ..... | .28 | .55 | ..... | ..... | .53⅜ | 3 |
| 4 | | | | | | | | | .53⅜ | 4 |
| 5 | ¾-inch .. .....do... | 65 | .37 | ..... | **.34** | .75 | ..... | ..... | .67⅜ | 5 |
| 6 | | | | | | | | | .67⅜ | 6 |
| 7 | 1-inch .....do... | 61 | .54 | ..... | **.51** | .95 | ..... | ..... | .93¾ | 7 |
| 8 | | | | | | | | | .93¾ | 8 |
| 9 | 1¼-inch .....do... | 34 | .75 | ..... | **.70** | 1.35 | ..... | ..... | 1.20 | 9 |
| 10 | | | | | | | | | 1.20 | 10 |
| 11 | 1½-inch .....do... | 15 | 1.05 | ..... | **1.00** | 1.80 | ..... | ..... | 1.82 | 11 |
| 12 | | | | | | | | | 1.82 | 12 |
| 13 | 2-inch .....do... | 25 | 1.60 | ..... | **1.50** | 3.00 | ..... | ..... | 2.90 | 13 |
| 14 | | | | | | | | | 2.90 | 14 |
| | *Hose goods.* | | | | | | | | | |
| | Couplings, hose: | | | | | | | | | |
| 15 | ¾-inch.....No.. | 67 | .06 | .068 | .07 | .075 | .10 | **.06** | .06 | 15 |
| 16 | | | | .07 | | | | | | 16 |
| 17 | 1¼-inch .....do... | 12 | .26 | .28 | ..... | .30 | .30 | **.25** | .25 | 17 |
| 18 | 1½-inch .....do... | 6 | .37 | .42 | ..... | .42 | .40 | **.35** | .35 | 18 |
| 19 | 2-inch .....do... | 14 | .62 | .73 | ..... | .70 | .70 | **.60** | .60 | 19 |
| 20 | 2½-inch .....do... | 6 | 1.24 | 1.46 | ..... | ..... | 1.40 | **1.25** | 1.20 | 20 |
| | Hose clamps: | | | | | | | | | |
| 21 | For ¾-inch hose.....doz.. | 22 | .22 | .24 | .35 | .54 | .55 | **.22** | .20 | 21 |
| 22 | For 1¼-inch hose.....do... | 2 | .50 | .84 | ..... | .90 | .90 | **.75** | .75 | 22 |
| 23 | For 1½-inch hose.....do... | 1 | .60 | 1.02 | ..... | 1.10 | 1.05 | **.90** | 1.00 | 23 |
| 24 | For 2-inch hose.....do... | 4 | 1.20 | 1.35 | ..... | 1.45 | 1.40 | **1.25** | 1.15 | 24 |
| 25 | For 2½-inch hose.....do... | 1 | 2.15 | 2.37 | ..... | 2.50 | 2.45 | **2.50** | 2.15 | 25 |
| | Hose strap fasteners: | | | | | | | | | |
| 26 | ½ to 1 inch .....No.. | 9 | .10 | .065 | ..... | .11 | ..... | **.10** | ..... | 26 |
| 27 | 1¼ to 2½ inches.....do... | *19 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 27 |

*No bid.

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*Abstract of proposals received and contracts awarded in San Francisco, Cal.,*

[NOTE.—Figures in large type denote rates

HARDWARE—Continued.

| Number. | CLASS 17. HARDWARE—continued. | Quantity awarded. | Joseph Sloss. | Cornelius H. Chase. | Oscar S. Levy. | Henry M. Holbrook. |
|---|---|---|---|---|---|---|
| | | | All to be delivered in San Francisco, Cal. | | | |
| 1 | Hose, rubber, garden, ¾-inch, in lengths of 50 feet, with necessary couplings.....feet.. | 3,200 | .09 | .067 | .08 | ..... |
| 2 | | | .11 | .082 | .0995 | |
| 3 | | | | **.087** | | |
| 4 | | | | .095 | | |
| 5 | | | | .108 | | |
| | Hose, cotton, rubber-lined, in lengths of 50 feet, with necessary couplings: | | | | | |
| 6 | 1¼-inch .....feet.. | 1,300 | ..... | .17 | .2115 | ..... |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | 1½-inch.....do .. | 400 | ..... | .195 | .2395 | ..... |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | 2-inch.....do... | 1,050 | ..... | .225 | .2787 | ..... |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | 2½-inch.....do... | 1,450 | ..... | .27 | .33 | ..... |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| | Nozzles, hose, screw: | | | | | |
| 20 | ¾-inch .....No.. | 25 | .21 | .22 | ..... | .25 |
| 21 | | | | .25 | | |
| 22 | | | | **.32** | | |
| 23 | 1½-inch.....do... | 16 | .52 | .70 | ..... | .60 |
| 24 | 2-inch.....do... | 5 | 1.00 | **1.37** | ..... | .75 |
| 25 | 2½-inch.....do... | 5 | ..... | **2.20** | ..... | ..... |
| | ADDITIONAL ARTICLES. | | | | | |
| 26 | Hose, rubber, garden, ¾-inch, in lengths of 50 feet, with necessary couplings attached.....feet.. | 500 | .08 | .057 | .0675 | ..... |
| 27 | | | .10 | .068 | | |
| 28 | | | | **.073** | | |
| 29 | | | | .078 | | |
| 30 | | | | .088 | | |
| 31 | Hose, cotton, rubber-lined, 1-inch, in lengths of 50 feet, with necessary couplings attached.....feet.. | 500 | ..... | .115 | .15 | ..... |
| 32 | | | | .185 | | |
| 33 | Nozzles, hose, screw, ½-inch ....No.. | 12 | .21 | .22 | ..... | .25 |
| 34 | | | | .25 | | |
| 35 | | | | **.32** | | |

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*under advertisement of May 5, 1902, for furnishing supplies, etc.*—Continued.

at which contracts have been awarded.]

HARDWARE—Continued.

| Henry C. Norton. | Aubrey T. Dunbar. | Ellis H. Parrish. | William M. Shear. | Andrew Carrigan. | Bowers Rubber Co. | Number. |
|---|---|---|---|---|---|---|
| All to be delivered in San Francisco, Cal. | | | | | | |
| .095 | .085 | .11 | .065 | a 7.40 | .06 | 1 |
| | | .08 | .08 | | .075 | 2 |
| | | | .095 | | .085 | 3 |
| | | | .11 | | .105 | 4 |
| | | | | | | 5 |
| .21¼ | .21 | .225 | 15¾ | ..... | .15 | 6 |
| | | .18 | .18 | | .17 | 7 |
| | | | .20¼ | | .19 | 8 |
| .24 | .23 | .25 | .175 | ..... | .17 | 9 |
| | | .20 | .20 | | .19 | 10 |
| | | | .225 | | .21 | 11 |
| .29¼ | .27 | .30 | .21 | ..... | .20 | 12 |
| | | .24 | .24 | | .22 | 13 |
| | | | .27 | | .27 | 14 |
| .34 | .33 | .35 | .28 | ..... | .27 | 15 |
| | | .28 | | | .29 | 16 |
| | | | | | .32 | 17 |
| | | | | | .44 | 18 |
| | | | | | .60 | 19 |
| ..... | ..... | .26 | .25 | ..... | ..... | 20 |
| | | | | | | 21 |
| | | | | | | 22 |
| ..... | ..... | .65 | .65 | ..... | ..... | 23 |
| ..... | ..... | 1.25 | 1.25 | ..... | ..... | 24 |
| ..... | ..... | 2.50 | 2.50 | ..... | ..... | 25 |
| ..... | .08 | .10 | .06 | a 6.10 | .05 | 26 |
| | | .075 | .07 | | .065 | 27 |
| | | | .08 | | .075 | 28 |
| | | | .10 | | | 29 |
| | | | | | | 30 |
| .08 | .15 | .20 | .10 | ..... | .09 | 31 |
| | | .16 | .14 | | .115 | 32 |
| ..... | ..... | .26 | .25 | ..... | ..... | 33 |
| | | | | | | 34 |
| | | | | | | 35 |

a Per 100 feet.

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# PROPOSALS RECEIVED AND CONTRACTS AWARDED

IN

# WASHINGTON, D. C.,

## UNDER ADVERTISEMENTS OF MAY 15, JULY 1, JULY 15, AND AUGUST 28, 1902.



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*Abstract of proposals received and contracts awarded in Washington, D. C.,*

[NOTE.—Figures in large type denote rates

COAL.

| Number. | Points of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. | Albert Steinfeld. | Nathan W. Tarr. | Schuyler C. Schenck. |
|---|---|---|---|---|---|---|---|
| | | | *Tons.* | *Tons.* | | | |
| 1 | Casa Grande (for Pima Agency and School) ..... Ariz.. | Blacksmith... | 4½ | (*) | *a* 22.00 | ..... | ..... |
| 2 | Hackberry (for Truxton Canyon School), Ariz..... | Soft ..... | 20 | **20** | ..... | *b* **10.00** | ..... |
| 3 | Phoenix (for school) ..... Ariz.. | Soft ..... | 700 | ..... | ..... | ..... | *c* 13.92 |
| 4 | | Blacksmith... | 5 | ..... | ..... | ..... | *d* 15.67 |
| 5 | Phoenix School ..... ..... Ariz.. | Soft ..... | 700 | **700** | ..... | ..... | ..... |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | Blacksmith... | 5 | **5** | ..... | ..... | ..... |
| 9 | Rice Station (for school) ..... Ariz. | Hard ..... | 10 | **10** | ..... | ..... | ..... |
| 10 | San Carlos (for agency) ..... Ariz.. | Blacksmith... | 3 | (*) | *a* 36.00 | ..... | ..... |
| 11 | Truxton Canyon (for school) ..... Ariz.. | Soft ..... | 20 | 20 | ..... | *b* 10.00 | ..... |
| 12 | Fort Lewis School ..... Colo.. | Soft ..... | 1,000 | **1,000** | ..... | ..... | ..... |
| 13 | Grand Junction School ..... Colo.. | Soft ..... | 250 | **250** | ..... | ..... | ..... |
| 14 | | Hard ..... | 8 | **8** | ..... | ..... | ..... |
| 15 | Hesperus (f. o. b. for Ft. Lewis School), Colo..... | Soft ..... | 1,000 | ..... | ..... | ..... | ..... |
| 16 | Ignacio (f. o. b. for Ignacio subagency), Colo..... | Soft ..... | 20 | **20** | ..... | ..... | ..... |
| 17 | Mancos (f. o. b. for Navajo Springs), Colo..... | Soft ..... | 20 | **20** | ..... | ..... | ..... |
| 18 | Blackfoot (for Fort Hall School). Idaho.. | Soft ..... | 300 | ..... | ..... | ..... | ..... |
| 19 | Fort Hall School ..... Idaho.. | Soft ..... | 300 | **300** | ..... | ..... | ..... |
| 20 | North Lapwai (for Nez Percé School), Idaho ..... | Soft ..... | 100 | (*) | ..... | ..... | *c* 13.65 |
| 21 | Ross Fork (for Fort Hall Agency) f. o. b., Idaho ..... | Soft ..... | 100 | **100** | ..... | ..... | ..... |
| 22 | | | | | | | |
| 23 | Sauk and Fox School ..... Iowa.. | Soft ..... | 150 | **180** | ..... | ..... | ..... |
| 24 | | | 30 | ..... | ..... | ..... | ..... |
| 25 | | Hard ..... | 15 | **15** | ..... | ..... | ..... |
| 26 | Toledo (for Sauk and Fox School). Iowa.. | Soft ..... | 180 | ..... | ..... | ..... | *e* 4.75 |
| 27 | | | | | | | |
| 28 | | | | | | | |
| 29 | | Soft ..... | 30 | ..... | ..... | ..... | ..... |
| 30 | | Soft ..... | 150 | ..... | ..... | ..... | ..... |
| 31 | | Hard ..... | 15 | ..... | ..... | ..... | *D* 8.25 |
| 32 | Elgin (for Osage School) ..... Kans.. | Hard ..... | 10 | (*) | ..... | ..... | *D* 8.85 |
| 33 | | Blacksmith... | ½ | (‡) | ..... | ..... | ..... |

* No award.
‡ No bid.
*a* George's Creek, Cumberland, f. o. b.
*b* Domestic lump, soft. In one delivery, f. o. b. Will deliver either at Truxton Canyon or Hackberry for same price.
*c* Black Band. *d* Lilly Valley. *D* Scranton. } 1¼-inch screened lump. Price named for Black Band for delivery to and including August 31, 1902. Deliveries for balance of fiscal year 25 cents per ton advance if railroads advance rates, otherwise no advance in price. Deliveries not guaranteed against strikes, labor troubles, or other causes beyond their control.
*e* Soft, engine, loaded over ¼-inch screens to take out fine coal and dust and through 4-inch screens taking out big lumps.
*f* Lump—over ¼-inch screens.
*g* Nut.
*h* Hard, egg, nut, sacked.
*i* Cumberland.

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*under advertisement of May 15, 1902, for furnishing coal for the Indian Service.*

**at which contracts have been awarded.]**

COAL.

| Paul A. Brizard. | Ernest F. Kellner. | John Cunningham. | The Boston Coal and Fuel Co. | Owen F. Boyle. | Louis C. Jakway. | Ralph Aspas. | The Ramey Perce Lumber Co. | Clarence H. Mayo. | Edwin L. Carpenter. | Manley E. Dudley. | The Weaver Coal Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | 1 |
| | | | | | | | | | | | | 2 |
| | | | | | | | | | | | | 3 |
| | | | | | | | | | | | | 4 |
| e 6.30 | | | | | | | | | | | | 5 |
| f 6.50 | | | | | | | | | | | | 6 |
| g 5.50 | | | | | | | | | | | | 7 |
| 30.00 | | | | | | | | | | | | 8 |
| | h 28.00 | | | | | | | | | | | 9 |
| | i 27.00 | | | | | | | | | | | 10 |
| | | | | | | | | | | | | 11 |
| | | 4.65 | 3.00 | j 3.94 | k 2.38 | 3.70 | | | | | | 12 |
| | | | | | | | l 2.65 | 2.75 | | | | 13 |
| | | | | | | | | 10.00 | | | | 14 |
| | | | 2.25 | | | | | | | | | 15 |
| | | | | | k 3.90 | | | | | | | 16 |
| | | | | | k 3.75 | | | | | | | 17 |
| | | | | | | | | | n 4.75 | | | 18 |
| | | | | | | | | | o 7.00 | | | 19 |
| | | | | | | | | | | | | 20 |
| | | | | | | | | | m 5.00 | | | 21 |
| | | | | | | | | | n 4.75 | | | 22 |
| | | | | | | | | | | p 2.97 | | 23 |
| | | | | | | | | | | r 3.20 | | 24 |
| | | | | | | | | | | q 9.75 | | 25 |
| | | | | | | | | | | | s 4.75 | 26 |
| | | | | | | | | | | | t 4.00 | 27 |
| | | | | | | | | | | | u 4.75 | 28 |
| | | | | | | | | | | w 2.88 | | 29 |
| | | | | | | | | | | v 2.64 | | 30 |
| | | | | | | | | | | | | 31 |
| | | | | | | | | | | | | 32 |
| | | | | | | | | | | | | 33 |

j Soft, lump, clean.
k Lump, screened.
l Screened lump.
n Castle Gate, lump, f. o. b.
m Castle Gate, lump, mine weights, f. o. b.
o Castle Gate, lump.
p Soft, nut.
q Hard, range.
r Soft, lump.
s Hocking Valley, lump.
t Indiana, lump.
u Monongo, lump.
} Maryland smokeless 20 cents per ton over Hocking Valley price, f. o. b.
v F. o. b., soft, nut.
w F. o. b., soft, lump.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

COAL—Continued.

| Number. | Points of delivery. | | Kind of coal. | Quantity offered. | Quantity awarded. |
|---|---|---|---|---|---|
| | | | | *Tons.* | *Tons.* |
| 1 | Germantown (for Kickapoo School) | Kans. | Soft | 200 | |
| 2 | Haskell Institute | Kans. | Soft | 3,000 | **3,000** |
| 3 | | | Blacksmith | 20 | **20** |
| 4 | | | Hard | 30 | **30** |
| 5 | | | | | |
| 6 | | | | | |
| 7 | Hoyt (for Potawatomi School) | Kans. | Soft | 300 | |
| 8 | | | Hard | 3 | |
| 9 | | | | 30 | |
| 10 | Kickapoo School | Kans. | Soft | 200 | **200** |
| 11 | Lawrence (for Haskell Institute) | Kans. | Soft | 3,000 | |
| 12 | | | Hard | 30 | |
| 13 | | | Blacksmith | 20 | |
| 14 | Potawatomi School | Kans. | Soft | 300 | **300** |
| 15 | | | | | |
| 16 | Potawatomi Agency | | Hard | 30 | **30** |
| 17 | Potawatomi shops | | Blacksmith | 3 | **3** |
| 18 | Mount Pleasant (for school) | Mich. | Soft | 1,000 | (*) |
| 19 | | | | | |
| 20 | | | | | |
| 21 | | | Hard | 4 | (‡) |
| 22 | | | Blacksmith | 1 | (‡) |
| 23 | Duluth (for Flathead Agency) | Minn. | Blacksmith | 6 | |
| 24 | Duluth (for Fort Belknap Agency) | Minn. | Blacksmith | 2 | |
| 25 | Duluth (for Fort Hall Ageney) | Minn. | Blacksmith | 10 | |
| 26 | Duluth (for Fort Shaw Agency) | Minn. | Blacksmith | 4 | |
| 27 | Duluth (for Fort Peck Agency) | Minn. | Blacksmith | 6 | |
| 28 | Duluth (for Genoa School) | Minn. | Blacksmith | 3 | |
| 29 | Duluth (for Lac du Flambeau School) | Minn. | Blacksmith | 3 | |
| 30 | Duluth (for Poncas of Santee Agency) | Minn. | Blacksmith | 1 | |
| 31 | Leech Lake Agency | Minn. | Hard | 20 | **30** |
| 32 | | | Soft | 30 | **40** |
| 33 | | | | | |
| 34 | | | Blacksmith | 3 | **3** |
| 35 | | | | | |
| 36 | Morris School | Minn. | Hard | 200 | **200** |
| 37 | Morris f. o. b. (for school) | | | | |
| 38 | Morris (for school) | | Hard | 200 | |
| 39 | Pipestone School | Minn. | Soft | 500 | **500** |
| 40 | | | | | |
| 41 | | | | | |
| 42 | | | Hard | 20 | **20** |
| 43 | | | Blacksmith | 1 | **1-2** |
| 44 | Pipestone (for school) | Minn. | Hard | 20 | |
| 45 | | | Soft | 500 | |
| 46 | | | | | |
| 47 | | | | | |
| 48 | | | Blacksmith | 1 | |

* No award.
‡ No bids.
*a* Iowa block.
*b* Leavenworth lump.
*c* Keystone smithing.
*d* Denning egg—Arkansas Semi Anthracite.
*e* Eureka grate.
*f* Eureka egg.
*g* Soft Leavenworth lump, cleaned and screened.
*h* Arkansas anthracite, grate or egg size, screened.
*i* Arkansas Semi Anthracite, Denning lump or egg, screened.
*j* Piedmont smithing.
*k* Black band
*l* Scranton
*m* Lilly Valley
} See note attached to his bids, on page 320.
*n* Screened lump, f. o. b.
*o* Osage coal.
*p* Pennsylvania hard.
*q* Blacksmith's.
*r* Cumberland sacked.
*s* Anthracite, stove, egg, or nut.
*t* Soft, Hocking.
*u* Soft, Youghiogheny.
*v* Soft, Illinois.
*w* Blacksmith's, Cumberland, sacked.
*x* Blacksmith's, Cumberland, bulk.
Cumberland to be loaded in car with anthracite or bituminous. For delivery f. o. b. cars, Walker, Minn., price will be $3 per ton less. Price for Leech Lake School same as above if haul is same from Walker to school.

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*advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| Jabob E. Winterscheldt. | Schuyler C. Schenck. | Andrew J. Griffin. | William W. Cleland. | Bernard H. Johnson. | James H. Randels. | Stevens G. Russell. | Orville P. Nason. | Nathaniel S. Coffin. | John P. Matthews. | The Weaver Coal Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| [a] 3.50 | [k] 5.70 | | | | | | | | | | 1 |
| | | [b] 2.79 | [g] 2.70 | | | | | | | | 2 |
| | | [c] 8.25 | [j] 8.35 | | | | | | | | 3 |
| | | [d] 5.35 | [h] 6.50 | | | | | | | | 4 |
| | | [e] 6.25 | [i] 5.50 | | | | | | | | 5 |
| | | [f] 6.40 | | | | | | | | | 6 |
| | [k] 6.25 | | | | | | [e] | | | | 7 |
| | [l] 9.50 | | | | | | | | | | 8 |
| | [l] 9.50 | | | | | | | | | | 9 |
| [a] 4.25 | | | | | | | | | | | 10 |
| | [k] 5.73 | | | [n] 2.90 | | | | | | | 11 |
| | [l] 9.35 | | | | | | | | | | 12 |
| | [m] 8.55 | | | | | | | | | | 13 |
| | | | | | [o] 4.45 | | | | | | 14 |
| | | | | | [a] 4.57 | | | | | | 15 |
| | | | | | [p] 10.90 | | | | | | 16 |
| | | | | | [q] 10.30 | | | | | | 17 |
| | [k] 3.40 | | | | | | | | | [13] 3.85 | 18 |
| | | | | | | | | | | [14] 3.40 | 19 |
| | | | | | | | | | | [15] 3.60 | 20 |
| | | | | | | | | | | | 21 |
| | | | | | | | | | | | 22 |
| | | | | | | [r] 5.60 | | | | | 23 |
| | | | | | | [r] 5.60 | | | | | 24 |
| | | | | | | [r] 5.60 | | | | | 25 |
| | | | | | | [r] 5.60 | | | | | 26 |
| | | | | | | [r] 5.60 | | | | | 27 |
| | | | | | | [r] 5.60 | | | | | 28 |
| | | | | | | [r] 5.60 | | | | | 29 |
| | | | | | | [r] 5.60 | | | | | 30 |
| | | | | | | [s] 11.00 | | | | | 31 |
| | | | | | | [t] 8.35 | | | | | 32 |
| | | | | | | [u] 8.55 | | | | | 33 |
| | | | | | | [w] 10.60 | | | | | 34 |
| | | | | | | [x] 8.85 | | | | | 35 |
| | | | | | | [s] 8.75 | | | | | 36 |
| | | | | | | [s] 8.25 | | | | | 37 |
| | [l] 9.50 | | | | | | | | | | 38 |
| | | | | | | [t] 6.02 | [y] 4.65 | [5] 6.12 | [7] 5.99 | | 39 |
| | | | | | | [v] 4.82 | [z] 4.55 | | [8] 5.70 | | 40 |
| | | | | | | | [1] 4.50 | | [9] 5.99 | | 41 |
| | | | | | | [s] 8.80 | [2] 8.75 | [4] 8.90 | | | 42 |
| | | | | | | [w] 8.27 | [3] 9.00 | [6] 8.37 | | | 43 |
| | [l] 8.50 | | | | | | | [4] 8.50 | | | 44 |
| | [k] 5.75 | | | | | | | [5] 5.72 | | [10] 5.50 | 45 |
| | | | | | | | | [16] | | [11] 4.75 | 46 |
| | | | | | | | | | | [12] 5.50 | 47 |
| | | | | | | | | [6] 7.97 | | | 48 |

[y] Third vein La Salle.
[z] Third vein Marquette.
[1] Third vein Cardiff.
[2] Stove size, hard.
[3] Smithing.

[4] Anthracite stove.
[5] Hocking Valley, lump.
[6] Smithing.
} Subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots.

[7] Hocking lump.

[8] Diamond B, lump, 5-inch screen.
[9] Youghiogheny lump, ¾-inch screen.

[10] Hocking Valley lump.
[11] Indiana lump.
[12] Monongo, W. Va., lump.
} Maryland smokeless, 20 cents per ton over Hocking Valley price.

[13] Hocking Valley lump.
[14] Monongo, W. Va., lump.
[15] Maryland smokeless.
} f. o. b. cars.

[16] f. o. b. cars.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

COAL—Continued.

| Number. | Point of delivery | | Kind of coal. | Quantity offered. |
|---|---|---|---|---|
| | | | | *Tons.* |
| 1 | Vermilion Lake School | Minn. | Hard | 200 |
| 2 | | | Blacksmith | ½ |
| 3 | Walker (for Leech Lake) | Minn. | Hard | 20 |
| 4 | | | Hard | 10 |
| 5 | | | Soft | 30 |
| 6 | | | Soft | 10 |
| 7 | | | Blacksmith | 3 |
| 8 | White Earth Agency | Minn. | Hard | 5 |
| 9 | | | Soft | 2 |
| 10 | Blackfeet Agency | Mont. | Soft | 20 |
| 11 | Crow Agency | Mont. | Soft | 1,000 |
| 12 | | | | |
| 13 | Fort Shaw School | Mont. | Soft | 800 |
| 14 | | | | |
| 15 | | | Hard | 8 |
| 16 | | | Blacksmith | 4 |
| 17 | Fort Shaw (for school) | Mont. | Soft | 400 |
| 18 | | | | 400 |
| 19 | Great Falls (for Fort Shaw School) | Mont. | Soft | 800 |
| 20 | | | | |
| 21 | | | Hard | 8 |
| 22 | | | Blacksmith | 4 |
| 23 | Poplar (for Fort Peck Agency) | Mont. | Soft | 150 |
| 24 | Poplar (for Poplar River School) | Mont. | Soft | 525 |
| 25 | Poplar (for Fort Peck Agency) | Mont. | Blacksmith | 6 |
| 26 | Bancroft (for Omaha School) | Nebr. | Soft | 80 |
| 27 | | | | |
| 28 | | | | |
| 29 | Bloomfield (for Santees) | Nebr. | Hard | 12 |
| 30 | Bloomfield (for Santee School) | Nebr. | Hard | 40 |
| 31 | Bloomfield (for Santees) | Nebr. | Soft | 75 |
| 32 | Bloomfietd (for Santee School) | Nebr. | Soft | 140 |
| 33 | Dakota City (for Omaha and Winnebago) | Nebr. | Hard | 20 |
| 34 | | | Hard | 30 |
| 35 | | | Hard | 12 |
| 36 | | | Soft | 80 |
| 37 | | | Soft | 100 |
| 38 | | | Soft | 30 |
| 39 | | | Blacksmith | 2 |
| 40 | Genoa (for school) | Nebr. | Soft | 1,200 |
| 41 | | | | |
| 42 | | | | |

* No bids.
*a* Nut coal.
*b* Cumberland smithing.
*c* Scranton. } See note attached to his bids on page 320.
*d* Black Band. } See note attached to his bids on page 320.
*e* Lilly Valley. } See note attached to his bids on page 320.
*f* Hocking Valley lump.
*g* Monongah, W. Va., lump. } F. o. b.
*h* Maryland smokeless. } F. o. b.
*i* Lethbridge lump.
*j* Sheridan lump, mined at Dietz, Wyo., f. o. b.
*k* Washed nut, Rocky Fork coal, sized over rotary screens 1-inch and 1¼-inch circular mesh.
*l* Rocky Fork screened lump.

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*advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| Quantity awarded. | John D. Murphy. | Schuyler C. Schenck. | The Weaver Coal Co. | Joseph H. Sherburne. | Victor White. | Daniel G. O'Shea. | Robert Cameron. | B. A. Robotson. | Dyer O. Clark. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| *Tons.* | | | | | | | | | | |
| 300 | a 8.58 | | | | | | | | | 1 |
| 1-4 | b 1.75 | | | | | | | | | 2 |
| | | c 9.50 | | | | | | | | 3 |
| | | c 9.50 | | | | | | | | 4 |
| | | d 6.65 | | | | | | | | 5 |
| | | d 6.65 | | | | | | | | 6 |
| | | e 8.50 | | | | | | | | 7 |
| (*) | | | | | | | | | | 8 |
| | | | | | | | | | | 9 |
| 20 | | | | f 11.90 | | | | | | 10 |
| 1,000 | | | | | j 3.25 | k 2.75 | | | | 11 |
| | | | | | | l 3.25 | | | | 12 |
| 800 | | | | | | | i 6.18 | | | 13 |
| | | | | | | | m 5.95 | | | 14 |
| 8 | | | | | | | n 22.50 | | | 15 |
| 4 | | | | | | | 22.50 | | | 16 |
| | | | | | | | | o 6.32 | | 17 |
| | | | | | | | | o 6.36 | | 18 |
| | | d 10.65 | | | | | i 4.38 | | | 19 |
| | | | | | | | m 3.25 | | | 20 |
| | | c 13.40 | | | | | | | | 21 |
| | | e 12.50 | | | | | | | | 22 |
| | | d 10.65 | | | | | | | | 23 |
| | | d 10.65 | | | | | | | | 24 |
| | | e 12.50 | | | | | | | | 25 |
| | | | p 5.50 | | | | | | | 26 |
| | | | q 4.75 | | | | | | | 27 |
| | | | r 5.50 | | | | | | | 28 |
| | | c 9.00 | | | | | | | | 29 |
| | | c 9.00 | | | | | | | | 30 |
| | | d 6.10 | | | | | | | | 31 |
| | | d 6.10 | | | | | | | | 32 |
| | | e 8.50 | | | | | | | | 33 |
| | | e 8.50 | | | | | | | | 34 |
| | | c 8.50 | | | | | | | | 35 |
| | | d 5.95 | | | | | | | | 36 |
| | | d 5.95 | | | | | | | | 37 |
| | | d 5.95 | | | | | | | | 38 |
| | | e 8.00 | | | | | | | | 39 |
| 1,200 | | d 6.85 | u 6.10 | | | | | | s 5.25 | 40 |
| | | e 8.25 | v 5.45 | | | | | | t 6.25 | 41 |
| | | | w 6.10 | | | | | | | 42 |

m Stockett lump.
n Pennsylvania hard.
o Lethbridge lump or equal.
p Hocking Valley lump.
q Indiana. } Maryland smokeless 20 cents per ton over Hocking Valley price.
r Monongs, W. Va., lump.
s Screened lump or egg, Hanna, Wyo., f. o. b. track.
t Screened lump or egg, Rock Springs, Wyo., f. o. b. track.
u Hocking Valley lump.
v Indiana lump. } F. o. b. Maryland smokeless 20 cents per ton over Hocking Valley price.
w Monongs, W. Va., lump.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

COAL—Continued.

| Number. | Point of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. | Bernard H. Johnson. | Alfred L. Maryott. |
|---|---|---|---|---|---|---|
| | | | *Tons.* | *Tons.* | | |
| 1 | Omaha (for Genoa School) ..... Nebr.. | Soft..... | 1,200 | ..... | [a] 2.92 | ..... |
| 2 | | | | | [b] 2.66 | |
| 3 | Omaha (for Pine Ridge) ..... Nebr.. | Soft..... | 700 | ..... | [a] 2.92 | ..... |
| 4 | | | | | [b] 2.66 | |
| 5 | Omaha (for Rapid City School) ..... Nebr.. | Soft..... | 125 | ..... | [a] 2.92 | ..... |
| 6 | | | | | [b] 2.66 | |
| 7 | Omaha (for Rosebud) ..... Nebr.. | Soft..... | 500 | ..... | [a] 2.92 | ..... |
| 8 | | | | | [b] 2.66 | |
| 9 | Omaha School ..... Nebr.. | Hard ..... | 20 | ..... | ..... | [c] 13.00 |
| 10 | | Soft..... | 80 | ..... | ..... | [d] 10.00 |
| 11 | Omaha and Winnebago Agency..... Nebr.. | Hard ..... | 20 | 20 | ..... | ..... |
| 12 | | Soft..... | 80 | 80 | ..... | ..... |
| 13 | | Soft..... | 30 | 30 | ..... | ..... |
| 14 | | Soft..... | 100 | 100 | ..... | ..... |
| 15 | | Hard ..... | 12 | 12 | ..... | ..... |
| 16 | | Soft..... | 30 | 30 | ..... | ..... |
| 17 | | Blacksmith... | 2 | 2 | ..... | ..... |
| 18 | Ponca (subagency) for school..... Nebr.. | Hard ..... | 2 | 2 | ..... | ..... |
| 19 | | Blacksmith... | 1 | 1 | ..... | ..... |
| 20 | Rushville (for Pine Ridge)..... Nebr.. | Hard ..... | 25 | ..... | ..... | ..... |
| 21 | | Soft..... | 100 | ..... | ..... | ..... |
| 22 | | | | | | |
| 23 | | Blacksmith... | 10 | ..... | ..... | ..... |
| 24 | Rushville (for Pine Ridge School) ..... Nebr.. | Soft..... | 600 | ..... | ..... | ..... |
| 25 | | | | | | |
| 26 | | | | | | |
| 27 | Santee Agency School ..... Nebr.. | Soft..... | 140 | 90 | ..... | ..... |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | | Hard ..... | 40 | ..... | ..... | ..... |
| 31 | Santee Agency ..... Nebr.. | Soft..... | 75 | 50 | ..... | ..... |
| 32 | | | | | | |
| 33 | | | | | | |
| 34 | | Hard ..... | 40 | ..... | ..... | ..... |
| 35 | | | 12 | ..... | ..... | ..... |
| 36 | | Blacksmith... | 3 | ..... | ..... | ..... |
| 37 | | | | | | |
| 38 | Santee Agency and School ..... Nebr.. | Hard ..... | 12 | 12 | ..... | ..... |
| 39 | | Soft..... | 75 | ..... | ..... | ..... |
| 40 | | Blacksmith... | 3 | 3 | ..... | ..... |
| 41 | | Hard ..... | 40 | 40 | ..... | ..... |
| 42 | | Soft..... | 140 | ..... | ..... | ..... |

[a] Screened lump, Mendota block, or walnut block.
[b] Mine run, 15 per cent fine, Mendota block, or walnut block.
[c] Pennsylvania anthracite. } All coal to be best of its kind and thoroughly screened.
[d] Hocking Valley. }
[e] Anthracite egg, stove, and nut.
[f] Soft Hocking.
[g] Blacksmith, Cumberland, sacked, to be loaded in car with anthracite or bituminous.
[h] Hard coal, nut.
[i] Hocking, soft, lump.
[j] Keystone smithing.
[k] Hard, nut and stove.
[l] Anthracite, nut. } To be delivered before winter and subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots (f. o. b.).
[m] Hocking Valley lump. }
[n] Smithing.
[o] Hocking Valley lump. } Maryland smokeless 20 cents per ton over Hocking Valley price (f. o. b.).
[p] Indiana lump. }
[q] Monongah lump. }
[r] Hard, Pennsylvania anthracite. } F. o. b.
[s] Soft, Hocking Valley screened lump. }

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*Advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| Stevens G. Russell. | John Brown. | Nathaniel S. Coffin. | The Weaver Coal Co. | George P. Comer. | Schuyler C. Schenck. | John H. Jones. | Eugene Colburn. | Number. |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | 1 |
| | | | | | | | | 2 |
| | | | | | | | | 3 |
| | | | | | | | | 4 |
| | | | | | | | | 5 |
| | | | | | | | | 6 |
| | | | | | | | | 7 |
| | | | | | | | | 8 |
| | | | | | | | | 9 |
| | | | | | | | | 10 |
| e 12.10 | | | | | | | | 11 |
| f 9.35 | | | | | | | | 12 |
| e 12.10 | | | | | | | | 13 |
| f 9.35 | | | | | | | | 14 |
| e 12.10 | | | | | | | | 15 |
| f 9.35 | | | | | | | | 16 |
| g 11.85 | | | | | | | | 17 |
| | 15.95 | | | | | | | 18 |
| | 15.95 | | | | | | | 19 |
| | | l 11.25 | | r 11.99 | u 11.25 | z 12.50 | | 20 |
| | | m 8.35 | | s 8.26 | v 8.25 | x 7.90 | | 21 |
| | | | | | | y 5.50 | | 22 |
| | | n 10.60 | | t 11.66 | w 10.00 | 1 11.50 | | 23 |
| | | m 8.35 | o 8.00 | s 8.26 | v 8.25 | x 7.90 | | 24 |
| | | | p 7.25 | | | y 5.50 | | 25 |
| | | | q 8.00 | | | | | 26 |
| 3 12.85 | 7 9.25 | | | | | | | 27 |
| | 8 9.25 | | | | | | | 28 |
| | 9 8.40 | | | | | | | 29 |
| 6 13.00 | | | | | | | | 30 |
| 3 12.85 | 7 9.25 | | | | | | | 31 |
| | 8 9.25 | | | | | | | 32 |
| | 9 8.40 | | | | | | | 33 |
| | 12.50 | | | | | | | 34 |
| 2 13.00 | 12.50 | | | | | | | 35 |
| 4 12.45 | 14.00 | | | | | | | 36 |
| 5 10.70 | | | | | | | | 37 |
| | | | | | | | h 12.40 | 38 |
| | | | | | | | i 9.40 | 39 |
| | | | | | | | j 12.40 | 40 |
| | | | | | | | k 12.40 | 41 |
| | | | | | | | i 9.40 | 42 |

t Smithing coal, Blossburg or equal, f. o. b.
u Scranton
v Black Band.
w Lilly Valley.
} See note attached to bids on page 320.

x Rock Springs screened lump.
y Glen Rock screened lump.
z Hard, nut, anthracite.
1 Blossburg, in sacks.
} F. o. b.

2 Anthracite, nut size.
3 Soft Hocking.
4 Blacksmith, Cumberland, sacked.
5 Blacksmith, Cumberland, bulk.
} To be loaded in car with anthracite or bituminous.
6 Anthracite, stove and nut.
7 Hocking Valley.
8 Youghiogheny.
9 Diamond B.
10 Hard coal, nut.
} F. o. b. cars Bloomfield, Nebr., price on anthracite and bituminous will be $4 per ton less.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

| Number. | Point of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. | Nathaniel S. Coffin. | The Weaver Coal Co. |
|---|---|---|---|---|---|---|
| | | | *Tons.* | *Tons.* | | |
| 1 | Valentine (for Rosebud) .....Nebr.. | Hard ..... | 90 | ..... | [a] 10.80 | ..... |
| 2 | | Hard ..... | 50 | ..... | [a] 10.80 | ..... |
| 3 | | Soft..... | 500 | **380** | [b] 7.90 | [c] 7.55 |
| 4 | | | | | | [d] 6.80 |
| 5 | | | | | | [e] 7.55 |
| 6 | Winnebago School .....Nebr.. | Hard ..... | 30 | ..... | ..... | ..... |
| 7 | | Soft..... | 100 | ..... | ..... | ..... |
| 8 | Winnebago Agency .....Nebr.. | Hard ..... | 12 | ..... | ..... | ..... |
| 9 | | Soft..... | 30 | ..... | ..... | ..... |
| 10 | | Blacksmith... | 2 | ..... | ..... | ..... |
| 11 | Carson School .....Nev.. | Soft..... | 200 | **200** | ..... | ..... |
| 12 | Carson City (for school).....Nev.. | Soft..... | 200 | ..... | ..... | ..... |
| 13 | | Blacksmith... | 3 | ..... | ..... | ..... |
| 14 | Nevada Agency School .....Nev.. | Soft..... | 75 | **75** | ..... | ..... |
| 15 | Wadsworth (f. o. b. for Nevada School) ..Nev.. | Soft..... | 75 | ..... | ..... | ..... |
| 16 | Wadsworth (for Nevada School).....Nev.. | Soft..... | 75 | ..... | ..... | ..... |
| 17 | Albuquerque (for school).....N. Mex.. | Soft..... | 400 | ..... | ..... | ..... |
| 18 | Albuquerque School (in bins)..... | Soft..... | 400 | ..... | ..... | ..... |
| 19 | Albuquerque School .....N. Mex.. | Soft..... | 400 | **400** | ..... | ..... |
| 20 | | | | | | |
| 21 | | Hard ..... | 125 | **125** | ..... | ..... |
| 22 | Mescalero School .....N. Mex.. | Blacksmith... | 2 | (*) | ..... | ..... |
| 23 | Santa Fe School.....N. Mex.. | Soft..... | 400 | **400** | ..... | ..... |
| 24 | | Hard ..... | 30 | **30** | ..... | ..... |
| 25 | | Blacksmith... | 3 | **3** | ..... | ..... |
| 26 | Santa Fe (for school) .....N. Mex.. | Soft..... | 400 | ..... | ..... | ..... |
| 27 | | Hard ..... | 30 | ..... | ..... | ..... |
| 28 | Devils Lake Agency School .....N. Dak.. | Hard ..... | 200 | ..... | [g] 10.75 | ..... |
| 29 | | Soft..... | 50 | ..... | [g] 8.30 | ..... |
| 30 | Fort Totten School.....N. Dak.. | Soft..... | 200 | **200** | ..... | ..... |
| 31 | | | | | | |
| 32 | | Soft..... | 250 | **40** | ..... | ..... |
| 33 | | | | | | |
| 34 | | Hard ..... | 200 | **200** | ..... | ..... |
| 35 | | Blacksmith... | 1 | **1** | ..... | ..... |
| 36 | Fort Totten .....N. Dak.. | Soft..... | 200 | ..... | ..... | ..... |
| 37 | Oberon (f.o.b.), for Fort Totten School), N. Dak.. | Soft..... | 200 | ..... | [g] 8.55 | ..... |
| 38 | | | 50 | ..... | [g] 5.90 | ..... |
| 39 | Oberon (for Fort Totten School) .....N. Dak.. | Soft..... | 200 | ..... | ..... | ..... |
| 40 | | | | | | |
| 41 | | Hard ..... | 200 | ..... | ..... | ..... |
| 42 | | Soft..... | 250 | ..... | ..... | ..... |
| 43 | | Blacksmith... | 1 | ..... | ..... | ..... |
| 44 | Oberon (for Devils Lake) .....N. Dak.. | Blacksmith... | 3 | (*) | ..... | ..... |

* No bid.
[a] Anthracite, nut and egg. } To be delivered before winter, subject to strikes, contingencies of transportation and other unavoidable delays, carload lots, f. o. b. cars.
[b] Hocking Valley lump.
[c] Hocking Valley lump.
[d] Indiana lump.
[e] Monongo, W. Va., lump. } Maryland smokeless 20 cents per ton over Hocking Valley prices, f. o. b. cars.
[f] Hard coal, Pennsylvania anthracite.
[g] Soft coal, Hocking Valley screened. } F. o. b.
[h] Hocking.
[i] Diamond B. lump over a 5" screen.
[j] Youghiogheny over ¾-inch screen.
[k] Scranton.
[l] Black band. } See note attached to his bids on page 320.
[m] Pennsylvania anthracite.
[n] Hocking Valley.
[o] Lilly smithing. } All coal to be best of its kind "*only*."
[p] Castle Gate lump.
[q] Castle Gate lump, mine weight.
[r] Soft.
[s] Blacksmith. } To be delivered in carloads of not less than 20 tons.

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*advertisements of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

| George P. Comer. | John P. Matthews. | Schuyler C. Schenck. | Alfred L. Maryott. | Edwin L. Carpenter. | Flannigan Warehouse Co. | John S. Beaven. | William H. Hahn. | Charles W. Dudrow. | Amasa P. Peake. | Stevens G. Russell. | Kenmare Dry Coal Mfg. Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| [f] 13.77 | | [k] 10.80 | | | | | | | | | | 1 |
| [f] 13.77 | | [k] 10.80 | | | | | | | | | | 2 |
| [g] 8.30 | [h] 7.90 | [l] 7.80 | | | | | | | | | | 3 |
| | [i] 7.50 | | | | | | | | | | | 4 |
| | [j] **7.90** | | | | | | | | | | | 5 |
| | | | [m] 13.00 | | | | | | | | | 6 |
| | | | [n] 10.00 | | | | | | | | | 7 |
| | | | [m] 13.00 | | | | | | | | | 8 |
| | | | [n] 10.00 | | | | | | | | | 9 |
| | | | [o] 10.50 | | | | | | | | | 10 |
| | | | | [p] **11.00** | | | | | | | | 11 |
| | | | | [q] 9.50 | [r] 9.00 | | | | | | | 12 |
| | | | | | [s] 25.00 | | | | | | | 13 |
| | | | | [p] **13.00** | | | | | | | | 14 |
| | | | | [q] 7.75 | | | | | | | | 15 |
| | | | | | [t] 8.00 | | | | | | | 16 |
| | | | | | | [u] 4.50 | | | | | | 17 |
| | | | | | | [u] 5.00 | | | | | | 18 |
| | | | | | | | [v] **5.40** | | | | | 19 |
| | | | | | | | [w] 4.69 | | | | | 20 |
| | | | | | | | [x] **8.00** | | | | | 21 |
| | | | | | | | | | | | | 22 |
| | | | | | | | | [y] **4.25** | | | | 23 |
| | | | | | | | | [z] **7.00** | | | | 24 |
| | | | | | | | | [1] **9.00** | | | | 25 |
| | | [l] 15.25 | | | | | | | | | | 26 |
| | | [k] 17.95 | | | | | | | | | | 27 |
| | | | | | | | | | | | | 28 |
| | | | | | | | | | | | | 29 |
| | | | | | | | | | [4] **5.21** | | | 30 |
| | | | | | | | | | [5] 5.17 | | | 31 |
| | | | | | | | | | | [7] 8.30 | | 32 |
| | | | | | | | | | | [8] **8.50** | | 33 |
| | | | | | | | | | | [6] **10.75** | | 34 |
| | | | | | | | | | | [9] **10.55** | | 35 |
| | | | | | | | | | | | [10] 5.64 | 36 |
| | | | | | | | | | | | [10] 8.24 | 37 |
| | | | | | | | | | | | | 38 |
| | | | | | | | | | [4] 2.81 | | | 39 |
| | | | | | | | | | [5] 2.77 | | | 40 |
| | | [k] 10.00 | | | | | | | | | | 41 |
| | | [l] 7.20 | | | | | | | | | | 42 |
| | | [11] 8.95 | | | | | | | | | | 43 |
| | | | | | | | | | | | | 44 |

[t] Soft. To be delivered in carload lots of not less than 20 tons.
[u] Clarkville commercial lump.
[v] Cerrillos bituminous.
[w] "Gallup Mine" lignite soft.
[x] Hard stove size.
[y] Cerrillos bituminous lump.
[z] Cerrillos anthracite, nut or stove.
[1] Washed slack or blacksmith.
[2] Anthracite nut, stove, or egg. } Subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots.
[3] Hocking Valley lump.
[4] White ash, lignite from Lehigh, N. Dak.
[5] Lignite coal from New Salem, N. Dak.
[6] Anthracite, egg, stove, or nut.
[7] Soft, Hocking.
[8] Soft, Youghiogheny.
[9] Cumberland. To be loaded in car with anthracite or bituminous.
[10] Kenmare, lignite.
[11] Lilly Valley. (See note attached to his bids on page 320.)



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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote the rates

COAL—Continued.

| Number. | Point of delivery. | Kind of coal. | Quanty offered. | Quantity awarded. | Nathaniel S. Coffin. |
|---|---|---|---|---|---|
| | | | *Tons.* | *Tons.* | |
| 1 | Standing Rock Agency.....N. Dak.. | Hard ..... | 35 | **35** | [a] 14.25 |
| 2 | | | | | |
| 3 | Standing Rock School ..... | Hard ..... | 200 | ..... | [a] 14.25 |
| 4 | | | | | |
| 5 | | | 180 | **180** | ..... |
| 6 | | | 20 | **20** | ..... |
| 7 | Agricultural School..... ..... | Hard ..... | 50 | **50** | [c] 14.25 |
| 8 | | | | | |
| 9 | Grand River School ..... | Hard ..... | 25 | **25** | [c] 20.25 |
| 10 | | | | | |
| 11 | Agency ..... | Blacksmith... | 10 | **10** | [b] 12.10 |
| 12 | Agricultural School..... | Blacksmith... | ½ | ..... | [b] 12.10 |
| 13 | | | ¼ | **1-4** | ..... |
| 14 | Grand River School..... | ..... | 1 | **1** | ..... |
| 15 | Anadarko (for Kiowa Agency) .....Okla.. | Blacksmith... | 5 | ..... | ..... |
| 16 | For Rainy Mountain School..... | Soft..... | 100 | ..... | ..... |
| 17 | Fort Sill School..... | Soft..... | 150 | **150** | ..... |
| 18 | | | | | |
| 19 | | | | | |
| 20 | Fort Sill (f. o. b. cars) .....Okla.. | Soft..... | 150 | ..... | ..... |
| 21 | Fort Sill.....Okla.. | Soft..... | 150 | ..... | ..... |
| 22 | Harrison (for Riverside School) .....Okla.. | Soft..... | 125 | ..... | ..... |
| 23 | Riverside School.....Okla.. | Soft..... | 125 | **125** | ..... |
| 24 | | | | | |
| 25 | | | | | |
| 26 | Rainy Mountain School .....Okla.. | Soft..... | 100 | **100** | ..... |
| 27 | Arapaho School .....Okla.. | Soft..... | 250 | **250** | ..... |
| 28 | Cheyenne School .....Okla.. | Soft..... | 250 | **250** | ..... |
| 29 | Cheyenne and Arapaho Agency.....Okla.. | Soft..... | 30 | **30** | ..... |
| 30 | Darlington (for Chey. and Arap.) .....Okla.. | Soft..... | 30 | ..... | ..... |
| 31 | | Soft..... | 250 | ..... | ..... |
| 32 | | Soft..... | 250 | ..... | ..... |
| 33 | Chilocco (for school) .....Okla.. | Soft..... | 800 | **800** | ..... |
| 34 | | Soft..... | 800 | **800** | ..... |
| 35 | | Soft..... | 1,600 | ..... | ..... |
| 36 | | Blacksmith... | 4 | ..... | ..... |

[a] Anthracite, egg and nut.
[b] Cumberland.
[c] Anthracite, stove.
} Subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots.

[d] Hard, in sacks, contingent upon strikes, accidents, and other delays, unavoidable or beyond control.

[e] Anthracite, egg, stove, or nut (bulk).
[f] Anthracite, egg, stove, or nut (sacked).
[g] Blacksmith, Cumberland. All blacksmith coal to be loaded in car with anthracite or bituminous.
[h] Anthracite, egg and nut, Scranton.
[i] Anthracite, furnace, Scranton.
[j] Anthracite, nut, Scranton.
[k] Anthracite, stove, Scranton.

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*advertisements of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| Charles J. Lee. | Stevens G. Russell. | James O. Kruhm. | Schuyler C. Schenck. | Albert B. Snow. | William Busby. | George E. Young. | Joseph W. Stanford. | Number. |
|---|---|---|---|---|---|---|---|---|
| d 15.25 | e 12.75 | h 13.10 | | | | | | 1 |
| | f 14.50 | | | | | | | 2 |
| d 15.25 | f 14.50 | | | | | | | 3 |
| | e 12.75 | | | | | | | 4 |
| | | i 12.99 | | | | | | 5 |
| | | j 13.10 | | | | | | 6 |
| d 15.10 | e 12.75 | k 12.99 | | | | | | 7 |
| | f 14.50 | | | | | | | 8 |
| d 15.10 | e 18.75 | k 12.99 | | | | | | 9 |
| | f 20.50 | | | | | | | 10 |
| | g 12.35 | l 12.30 | | | | | | 11 |
| | | | | | | | | 12 |
| | g 12.35 | l 12.30 | | | | | | 13 |
| | g 18.35 | l 12.30 | | | | | | 14 |
| | | | r 10.50 | q 14.50 | | | | 15 |
| | | | s 8.55 | p 7.25 | | | | 16 |
| | | | | | m 7.00 | t 7.50 | | 17 |
| | | | | | n 7.00 | | | 18 |
| | | | | | o 6.50 | | | 19 |
| | | | | p 7.75 | | | | 20 |
| | | | s 8.55 | | | | | 21 |
| | | | s 8.65 | p 8.00 | | | | 22 |
| | | | | | m 7.00 | | | 23 |
| | | | | | n 7.00 | | | 24 |
| | | | | | o 6.50 | | | 25 |
| | | | | | m 9.50 | | | 26 |
| | | | | | m 6.35 | | | 27 |
| | | | | | m 6.35 | | | 28 |
| | | | | | m 6.35 | | | 29 |
| | | | s 7.95 | | | | | 30 |
| | | | s 7.95 | | | | | 31 |
| | | | s 7.95 | | | | | 32 |
| | | | | | | | u 4.00 | 33 |
| | | | | | | | v 3.00 | 34 |
| | | | s 6.25 | | | | | 35 |
| | | | r 9.00 | | | | | 36 |

l Blossburg.
m McAlester bituminous lump.
n McAlester egg.
o McAlester nut.
p McAlester egg.
q Blossburg or Piedmont. } Nut coal 85 cents per ton less.
r Lilly Valley.
s Black Band. } See note attached to his bids on page 820.
t McAlester fancy lump.
u Weir City screened lump.
v Weir City slack.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

COAL—Continued.

| Number. | Point of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. |
|---|---|---|---|---|
| | | | *Tons.* | *Tons.* |
| 1 | Otoe School ..... Okla.. | Soft..... | 80 | **80** |
| 2 | | | | |
| 3 | | | | |
| 4 | Ponca Agency..... Okla.. | Soft..... | 10 | **10** |
| 5 | | | | |
| 6 | | | | |
| 7 | Ponca School..... Okla.. | Soft..... | 100 | **100** |
| 8 | | | | |
| 9 | | | | |
| 10 | Pawnee (for school)..... Okla.. | Soft..... | 100 | * |
| 11 | | Blacksmith... | 3 | ‡ |
| 12 | Seger School..... Okla.. | Soft..... | 50 | **50** |
| 13 | | Hard ..... | 15 | **15** |
| 14 | | Blacksmith... | 1 | ‡ |
| 15 | White Eagle (for Otoe School) ..... Okla.. | Soft..... | 80 | ..... |
| 16 | | Soft..... | 190 | ..... |
| 17 | | | | |
| 18 | | | | |
| 19 | | Soft..... | 10 | ..... |
| 20 | | Soft..... | 100 | ..... |
| 21 | Klamath Schools and Agency..... Oreg.. | ..... | ..... | ‡ |
| 22 | Umatilla School ..... Oreg.. | ..... | ..... | ‡ |
| 23 | Canton Insane Asylum ..... S. Dak.. | Hard ..... | 40 | **40** |
| 24 | Canton (for insane asylum) ..... S. Dak.. | Hard ..... | 40 | ..... |
| 25 | Canton (for insane asylum, f. o. b.) ..... S. Dak.. | Hard ..... | 40 | ..... |
| 26 | Canton Insane Asylum..... S. Dak.. | Soft..... | 150 | **100** |
| 27 | | | | |
| 28 | | | | |
| 29 | Canton (f. o. b. cars) ..... S. Dak.. | Soft..... | 150 | ..... |
| 30 | Canton (for insane asylum) ..... S. Dak.. | Soft..... | 150 | ..... |
| 31 | Chamberlain School..... S. Dak.. | Hard ..... | 30 | ..... |
| 32 | | Soft..... | 120 | **120** |
| 33 | | | | |
| 34 | Chamberlain (f. o. b. cars) (for school)..... S. Dak.. | Hard ..... | 30 | **30** |
| 35 | | Soft ..... | 120 | ..... |
| 36 | | | | |
| 37 | | | | |
| 38 | Chamberlain (for school) ..... S. Dak.. | Hard ..... | 30 | ..... |
| 39 | | Soft..... | 120 | ..... |
| 40 | | | | |

* No award.
‡ No bids.
*a* Canon City lump (in bins).
*b* Rockvale No. 1 Canon lump.
*c* Rockvale No. 1 nut.
*d* Brookside No. 2 lump.
*e* McAlester bituminous lump.
*f* Best Pennsylvania anthracite.
*g* Scranton. } See note attached to his bids on page 320.
*h* Black Band. }
*j* Anthracite nut, stove, or egg. } Subject to strikes, contingencies of transportation, and other
*k* Hocking Valley lump. } unavoidable delays; car lots.
*l* Anthracite, egg and stove. }
*m* Soft Hocking. } F. o. b. cars Canton, 50 cents per ton less than prices given.
*n* Soft Illinois. }
*o* Hocking lump.

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*advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| William W. Foster. | Henry Comley. | Schuyler C. Schenck. | William Busby. | Nathaniel S. Coffin. | Stevens G. Russell. | John P. Matthews. | James W. Sanford. | John F. Anderson. | The Weaver Coal Co. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| a 6.95 | b **6.60** | | | | | | | | | 1 |
| | c 6.35 | | | | | | | | | 2 |
| | d 6.35 | | | | | | | | | 3 |
| a 6.60 | b **6.35** | | | | | | | | | 4 |
| | c 6.10 | | | | | | | | | 5 |
| | d 6.10 | | | | | | | | | 6 |
| a 6.60 | b **6.35** | | | | | | | | | 7 |
| | c 6.35 | | | | | | | | | 8 |
| | d 6.10 | | | | | | | | | 9 |
| | | v 7.50 | | | | | | | | 10 |
| | | | | | | | | | | 11 |
| | | | e **9.50** | | | | | | | 12 |
| | | | f **20.00** | | | | | | | 13 |
| | | | | | | | | | | 14 |
| [4] 6.10 | | h 6.85 | | | | | | | | 15 |
| | b 5.85 | | | | | | | | | 16 |
| | c 5.60 | | | | | | | | | 17 |
| | d 5.60 | | | | | | | | | 18 |
| [4] 6.10 | | h 6.85 | | | | | | | | 19 |
| [4] 6.10 | | h 6.85 | | | | | | | | 20 |
| | | | | | | | | | | 21 |
| | | | | | | | | | | 22 |
| | | | | j 9.25 | l **9.30** | | | | | 23 |
| | | v 8.50 | | | | | | | | 24 |
| | | | | j 8.50 | | | | | | 25 |
| | | | | k 6.51 | m 6.25 | o 5.99 | | | | 26 |
| | | | | | n 4.80 | p 5.65 | | | | 27 |
| | | | | | | q **5.99** | | | | 28 |
| | | | | k 5.76 | | | | | | 29 |
| | | h 5.75 | | | | | | | | 30 |
| | | | | r 10.75 | w 10.45 | | x 10.65 | | | 31 |
| | | | | s 8.10 | x **7.80** | | [1] 7.45 | | | 32 |
| | | | | | y 6.85 | | [2] 7.95 | | | 33 |
| | | | | r 9.95 | | | | [3] **9.70** | | 34 |
| | | | | s 7.80 | | | | | t 6.95 | 35 |
| | | | | | | | | | u 6.20 | 36 |
| | | | | | | | | | v 6.95 | 37 |
| | | v 10.00 | | | | | [3] 10.65 | | | 38 |
| | | h 7.20 | | | | | [1] 7.45 | | | 39 |
| | | | | | | | [2] 7.95 | | | 40 |

p Diamond B, 5-inch screen.
q Youghiogheny, ¾-inch screen.
r Anthracite, nut and stove. } To be delivered during the months of river navigation and subject to strike contingencies of transportation and other unavoidable delays; carload lots.
s Hocking Valley lump.
t Hocking Valley. } Maryland smokeless, 20 cents per ton over Hocking Valley prices.
u Indiana.
v Mononga, W. Va.
w Anthracite, stove and nut. } F. o. b. Chamberlain, 50 cents per ton less than prices given.
x Soft, Hocking.
y Soft, Illinois.
z Hard, nut and stove.
[1] Soft Diamond B, lump.
[2] Soft Hocking Valley.
[3] Fifteen tons stove, 15 tons nut size.
[4] Canon City lump.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

COAL—Continued.

| Number. | Point of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. |
|---|---|---|---|---|
| | | | *Tons.* | *Tons.* |
| 1 | Chamberlain .....S. Dak.. | Hard ..... | 75 | ..... |
| 2 | | | 140 | ..... |
| 3 | | | 38 | ..... |
| 4 | (For Crow Creek Agency and School and Grace School) | Soft..... | 100 | ..... |
| 5 | | | | |
| 6 | | | 50 | ..... |
| 7 | | | | |
| 8 | | Blacksmith... | 5 | ..... |
| 9 | Chamberlain .....S. Dak.. | Hard ..... | 80 | ..... |
| 10 | | | 200 | ..... |
| 11 | (For Lower Brule Agency and School) ..... | Soft..... | 75 | ..... |
| 12 | | | | |
| 13 | Cheyenne River Agency.....S. Dak.. | Hard ..... | 100 | **100** |
| 14 | | Soft..... | 60 | ..... |
| 15 | | | | |
| 16 | | Blacksmith... | 6 | **6** |
| 17 | | | | |
| 18 | Cheyenne River School ..... | Hard ..... | 125 | **125** |
| 19 | | Soft..... | 50 | ..... |
| 20 | | | | |
| 21 | Cheyenne River Agency and School ..... | Hard ..... | 225 | ..... |
| 22 | | Soft..... | 110 | ..... |
| 23 | Crow Creek Agency .....S. Dak.. | Hard ..... | 75 | **75** |
| 24 | | Soft..... | 100 | **100** |
| 25 | | | | |
| 26 | | Blacksmith... | 5 | **5** |
| 27 | Crow Creek School ..... | Hard ..... | 140 | **140** |
| 28 | | Soft..... | 50 | **50** |
| 29 | | | | |
| 30 | Crow Creek Grace School ..... | Hard ..... | 38 | **38** |
| 31 | Flandreau School .....S. Dak.. | Hard ..... | 100 | **100** |
| 32 | | Soft..... | 1,200 | **1,200** |
| 33 | | | | |
| 34 | Flandreau (for school) .....S. Dak.. | Hard ..... | 100 | ..... |
| 35 | | Soft..... | 1,200 | ..... |
| 36 | | | | |
| 37 | | | | |

[a] Anthracite nut.
[b] Hocking Valley lump.
[c] Smithing.
[d] Anthracite, stove and egg.
[e] Anthracite, nut and egg.
[f] Anthracite, nut and stove.
} Deliveries to be made during months of river navigation and subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots (f. o. b.) at Chamberlain for Crow Creek and Lower Brule.

[g] Anthracite, nut, stove, or egg.
[h] Hocking Valley lump.
[i] Smithing.
[j] Anthracite stove.
} Subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots at Flandreau, S. Dak., f. o. b.

[k] Smithing coal.
[l] Hard, nut.
[m] Hocking Valley soft.
[n] Diamond B. lump, soft.
[o] Hard—egg, 50 tons; stove, 90 tons.
[p] Hard, nut or egg.
[q] Hard, nut and stove.
[r] Scranton.
[s] Black Band.
[t] Lilly Valley.
} See note attached to his bids on page 320.

[u] Anthracite, egg, stove, or nut.
[v] Soft coal, Hocking.
[w] Soft coal, Illinois.
[x] Blacksmith, Cumberland, sacked.
[y] Blacksmith, Cumberland, bulk.
} To be loaded in cars with anthracite or bituminous.

[z] Anthracite, stove and nut.
} For delivery f. o. b. cars Gettysburg; price will be $1.95 per ton less on anthracite and $2.20 less on bituminous.

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*advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| Nathaniel S. Coffin. | James W. Sanford. | Schuyler C. Schenck. | Stevens J. Russell. | Charles J. Lee. | Samuel Y. Hyde. | Orville P. Nason. | The Weaver Coal Co. | Number. |
|---|---|---|---|---|---|---|---|---|
| a 9.95 | l 10.65 | r 10.00 | | | | | | 1 |
| d 9.95 | o 10.65 | r 10.00 | | | | | | 2 |
| e 9.95 | p 10.65 | r 10.00 | | | | | | 3 |
| b 7.30 | n 7.45 | s 7.20 | | | | | | 4 |
| | m 7.95 | | | | | | | 5 |
| b 7.30 | n 7.45 | s 7.20 | | | | | | 6 |
| | m 7.95 | | | | | | | 7 |
| c 9.55 | k 7.95 | t 10.00 | | | | | | 8 |
| f 9.95 | q 10.65 | r 10.00 | | | | | | 9 |
| f 9.95 | q 10.65 | r 10.00 | | | | | | 10 |
| b 7.30 | n 7.45 | s 7.20 | | | | | | 11 |
| | m 7.95 | | | | | | | 12 |
| g 12.40 | | | u **11.95** | | | | | 13 |
| h 9.25 | | | v 9.05 | | | | | 14 |
| | | | w 7.60 | | | | | 15 |
| i 11.50 | | | x **11.50** | | | | | 16 |
| | | | y 9.75 | | | | | 17 |
| g 12.90 | | | z **11.95** | | | | | 18 |
| h 9.75 | | | v 9.25 | | | | | 19 |
| | | | w 7.80 | | | | | 20 |
| | | | | [9] 16.10 | | | | 21 |
| | | | | [10] 12.60 | | | | 22 |
| a 12.75 | l **12.15** | | [1] 12.75 | | | | | 23 |
| b 10.10 | m **9.45** | | [2] 10.00 | | | | | 24 |
| | n 8.95 | | [3] 8.65 | | | | | 25 |
| c 12.35 | k **9.35** | | [4] 12.35 | | | | | 26 |
| d 12.75 | o **12.15** | | [5] 12.75 | | | | | 27 |
| b 10.10 | m **9.45** | | [2] 10.10 | | | | | 28 |
| | n 8.95 | | [3] 8.65 | | | | | 29 |
| e 13.95 | p **12.15** | | [5] 12.75 | | | | | 30 |
| f 9.15 | | | [6] **9.15** | [9] 9.31 | [12] 9.25 | [15] 9.25 | | 31 |
| h 6.10 | | | [7] **6.10** | [10] 6.23 | [13] 6.20 | [16] 6.15 | | 32 |
| | | | [8] 4.65 | | [14] 4.95 | [17] 6.30 | | 33 |
| j 8.80 | | r 8.80 | | | | | | 34 |
| h 5.75 | | s 5.85 | | [11] 5.84 | | | [18] 5.65 | 35 |
| | | | | | | | [19] 4.90 | 36 |
| | | | | | | | [20] 5.65 | 37 |

[1] Anthracite nut.
[2] Soft, Hocking.
[3] Soft, Illinois.
[4] Blacksmith, Cumberland, sacked.
[5] Anthracite, egg, stove, or nut.
} Deliveries to be made during time of river navigation, which closes Oct. 1. All Cumberland to be loaded with anthracite and bituminous f. o. b. Chamberlain, S. Dak., $2.80 per ton less than above prices.

[6] Anthracite stove.
[7] Soft, Hocking.
[8] Soft, Illinois.
} F. o. b. cars Flandreau, S. Dak., 35 cents per ton less than above prices.

[9] Hard coal.
[10] Hocking.
[11] Indiana block.
} Contingent upon strikes, accidents, and other delays unavoidable or beyond control.

[12] Hard coal, stove size, Lehigh Valley or Scranton.
[13] Hocking Valley, screened, "Sunday Creek," "Hocking" or "Powell's Run."
[14] Illinois lump, "Wilmington standard screened lump."
} To be delivered at bins at Flandreau School.

[15] Stove size.
[16] Hocking screened lump.
[17] Fairmont, W. Va., screened lump.
} All subject to delays on account of strike.

[18] Hocking Valley lump.
[19] Indiana lump.
[20] Monongo, W. Va., lump.
} Maryland smokeless 20 cents per ton over Hocking Valley price.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

COAL—Continued.

| Number. | Point of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. | Nathaniel S. Coffin. | Charles J. Lee. |
|---|---|---|---|---|---|---|
| | | | *Tons.* | *Tons.* | | |
| 1 | Gettysburg (for Cheyenne River) S. Dak.. | Hard ..... | 225 | ..... | [a] 10.00 | [l] 10.50 |
| 2 | | Soft..... | 110 | **80** | [b] 6.85 | [m] 7.30 |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | Blacksmith... | 6 | ..... | [c] 9.10 | ..... |
| 6 | Lower Brulé Agency .....S. Dak.. | Hard ..... | 80 | **80** | [g] 12.95 | ..... |
| 7 | (for school) ..... | Hard ..... | 200 | ..... | ..... | ..... |
| 8 | (for school) ..... | Soft..... | 75 | ..... | ..... | ..... |
| 9 | Lower Brulé School .....S. Dak.. | Hard ..... | 200 | **200** | [g] 12.95 | ..... |
| 10 | | Soft..... | 75 | **75** | [h] 10.30 | ..... |
| 11 | | | | | | |
| 12 | Pine Ridge Agency.....S. Dak.. | Hard ..... | 25 | ..... | [i] 14.30 | ..... |
| 13 | | Soft..... | 100 | **100** | [j] 11.40 | ..... |
| 14 | | | 100 | ..... | ..... | ..... |
| 15 | | Blacksmith... | 10 | ..... | [k] 13.65 | ..... |
| 16 | Pine Ridge School.....S. Dak.. | Soft..... | 600 | **600** | [j] 11.50 | ..... |
| 17 | | | | | | |
| 18 | Pine Ridge Agency and School. S. Dak.. | Hard ..... | 25 | **25** | ..... | ..... |
| 19 | | Soft..... | 100 | ..... | ..... | ..... |
| 20 | | | 600 | ..... | ..... | ..... |
| 21 | | Blacksmith... | 10 | **10** | ..... | ..... |
| 22 | Pierre School .....S. Dak.. | Hard ..... | 50 | **50** | ..... | ..... |
| 23 | | Soft..... | 400 | **300** | ..... | ..... |
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | | Blacksmith... | 1 | **1** | ..... | ..... |
| 27 | Pierre (for school).....S. Dak.. | Hard ..... | 50 | ..... | ..... | ..... |
| 28 | | Soft..... | 400 | ..... | ..... | ..... |
| 29 | | | | | | |
| 30 | | | | | | |
| 31 | | Blacksmith... | 1 | ..... | ..... | ..... |

[a] Anthracite; nut, stove, or egg.
[b] Hocking Valley lump.
[c] Smithing.
[d] Hard, nut and stove.
[e] Soft, Diamond B lump.
[f] Soft, Hocking Valley.
} Subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots. F. o. b. Gettysburg, S. Dak.

[g] Anthracite; nut and stove.
[h] Hocking Valley lump.
} Deliveries to be made during months of river navigation, and subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots.

[i] Anthracite nut.
[j] Hocking Valley lump.
[k] Smithing.
} To be delivered before winter, and subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots.

[l] Hard coal.
[m] Hocking coal.
} Contingent upon strikes, accidents, and other delays unavoidable or beyond control.

[n] Hocking lump.
[o] Diamond B, 5-inch screen.
[p] Youghiogheny, ¾-inch screen.
[q] Scranton.
[r] Black Band.
[s] Lilly Valley.
} See note attached to his bids on page 320.

[t] Hard, nut, egg, or stove.

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*advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| John P. Matthews. | Schuyler C. Schenck. | John F. Anderson. | Stevens G. Russell. | James W. Sanford. | John H. Jones. | George P. Comer. | The Weaver Coal Co. | Lester H. Clow. | Number. |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | q 10.25 | | | | | | | | 1 |
| n 6.85 | r 6.75 | | | | | | | | 2 |
| o 6.60 | | | | | | | | | 3 |
| **p 6.85** | | | | | | | | | 4 |
| | s 8.50 | | | | | | | | 5 |
| | | t 12.70 | w 12.95 | **d 12.35** | | | | | 6 |
| | | t 12.40 | | | | | | | 7 |
| | | u 10.00 | | | | | | | 8 |
| | | | w 12.95 | **d 12.35** | | | | | 9 |
| | | v 8.10 | x 10.30 | e 9.15 | | | | | 10 |
| | | | y 8.85 | **f 9.65** | | | | | 11 |
| | | | z 15.25 | | [5] 15.50 | | | | 12 |
| | | | [1] 12.35 | | **[4] 10.90** | | | | 13 |
| | | | | | [7] 8.50 | | | | 14 |
| | | | [3] 14.60 | | [6] 14.50 | | | | 15 |
| | | | [1] 12.35 | | **[4] 10.90** | | | | 16 |
| | | | | | [7] 8.50 | | | | 17 |
| | | | | | | **14.99** | | | 18 |
| | | | | | | 11.37 | | | 19 |
| | | | | | | 11.37 | | | 20 |
| | | | | | | **13.99** | | | 21 |
| | | | z 11.40 | | | | | **[12] 11.00** | 22 |
| n 8.10 | | | [1] 8.25 | | | | | [11] 7.65 | 23 |
| o 7.75 | | | [2] 6.80 | | | | | | 24 |
| **p 8.10** | | | | | | | | | 25 |
| | | | [3] 10.75 | | | | | **[12] 10.00** | 26 |
| | q 10.75 | | | | | | | | 27 |
| | r 7.50 | | | | | | [8] 7.25 | | 28 |
| | | | | | | | [9] 6.50 | | 29 |
| | | | | | | | [10] 7.25 | | 30 |
| | s 10.00 | | | | | | | | 31 |

n Hocking lump.
v Iowa lump.
w Anthracite; egg, stove, or nut.
x Soft Hocking.
y Soft Illinois.
} Delivery to be made during time of river navigation, which closes about October 1. F. o. b. cars Chamberlain, S. Dak., price will be $3 per ton less than above.
z Anthracite nut.
[1] Soft Hocking.
[2] Soft Illinois.
} Cumberland to be loaded in cars with anthracite or bituminous.
[3] Blacksmith Cumberland, sacked.
} F. o. b. cars Rushville, Nebr., $4 per ton less than prices quoted above for Pine Ridge Agency.
[4] Rock Springs screened lump.
[5] Hard nut, anthracite.
[6] Blossburg, in sacks.
[7] Glen Rock screened lump.
[8] Hocking Valley lump.
[9] Indiana lump.
[10] Monongo, W. Va., lump.
} Maryland smokeless, 20 cents per ton over Hocking Valley price.
[11] Hocking Valley screened lump.
[12] Anthracite nut.
[13] Smithing, in sacks.

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*Abstract of proposals received and contracts awarded in Washington, D. C.,*

[NOTE.—Figures in large type denote rates

COAL—Continued.

| Number. | Point of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. | Nathaniel S. Coffin. |
|---|---|---|---|---|---|
| | | | *Tons.* | *Tons.* | |
| 1 | Pollock (for Standing Rock) .....S. Dak.. | Hard ..... | 35 | ..... | a 10.00 |
| 2 | | | 200 | ..... | a 10.00 |
| 3 | | | 50 | ..... | c 10.00 |
| 4 | | | 25 | ..... | c 10.00 |
| 5 | | Blacksmith... | 10 | ..... | b 7.85 |
| 6 | | | 1-2 | ..... | b 7.85 |
| 7 | | Hard ..... | 310 | ..... | ..... |
| 8 | Rapid City School .....S. Dak.. | Soft..... | 125 | **125** | ..... |
| 9 | Rapid City f. o. b ..... | Soft..... | 125 | ..... | ..... |
| 10 | | | | | |
| 11 | | | | | |
| 12 | Rapid City..... | Soft..... | 125 | ..... | ..... |
| 13 | Rosebud Agency.....S. Dak.. | Hard ..... | 90 | **90** | f 14.00 |
| 14 | Rosebud Agency (for school)..... | Hard ..... | 50 | ..... | ..... |
| 15 | | Soft..... | 500 | ..... | ..... |
| 16 | Rosebud School..... | Hard ..... | 50 | **50** | f 14.40 |
| 17 | | Soft..... | 500 | ..... | n 11.50 |
| 18 | Sisseton Agency .....S. Dak.. | Hard ..... | 160 | ..... | m 10.10 |
| 19 | | Soft..... | 55 | ..... | n 7.00 |
| 20 | Sisseton School .....S. Dak.. | Hard ..... | 160 | **160** | ..... |
| 21 | | Soft..... | 55 | **45** | ..... |
| 22 | | | | | |
| 23 | Sisseton .....S. Dak.. | Hard ..... | 160 | ..... | m 8.85 |
| 24 | | Soft..... | 55 | ..... | n 5.75 |
| 25 | Springfield School .....S. Dak.. | Hard ..... | 65 | **65** | ..... |
| 26 | (F. o. b. Springfield)..... | Hard ..... | 65 | ..... | ..... |
| 27 | | Hard ..... | 65 | ..... | ..... |
| 28 | Wagner (for Yankton Agency and School) .S. Dak.. | Soft..... | 100 | ..... | ..... |
| 29 | | | | | |
| 30 | | | | | |
| 31 | | Soft..... | 120 | ..... | ..... |
| 32 | | | | | |
| 33 | | | | | |
| 34 | | Hard ..... | 35 | ..... | ..... |
| 35 | | Hard ..... | 125 | ..... | ..... |
| 36 | | Blacksmith... | 6 | ..... | ..... |

a Anthracite egg and nut.
b Cumberland.
c Anthracite, stove.
} Subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots f. o. b. at Pollock for Standing Rock.

d Hard, in sacks, contingent upon strikes, accidents, and other delays unavoidable or beyond control.

e Scranton.
f Black Band.
g Lilly Valley.
} See note attached to his bids on p. 320.

h Glen Rock lump.
i Hocking Valley lump.
j Indiana lump.
k Monongo lump.
} Maryland smokeless, 20 cents per ton over Hocking Valley price (f. o. b. cars at Wagner for Yankton).

l Rock Springs screened lump coal.

m Anthracite; nut, stove, or egg.
n Hocking Valley lump.
} See note attached to his bids at Pollock, S. Dak. (f. o. b. at Sisseton, S. Dak.).

o Anthracite, egg, stove, or nut.
p Soft Hocking.
q Soft Youghiogheny.
} For delivery f. o. b. cars Peever, S. Dak., price will be $1.15 per ton less.

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*advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| Schuyler C. Schenck. | Charles J. Lee. | Oswald A. Patzold. | Fred H. Rugg. | The Weaver Coal Co. | Stevens G. Russell. | George P. Comer. | John Brown. | Eugene Colburn. | John P. Matthews. | Number. |
|---|---|---|---|---|---|---|---|---|---|---|
| e 10.25 | | | | | | | | | | 1 |
| e 10.25 | | | | | | | | | | 2 |
| e 10.25 | | | | | | | | | | 3 |
| e 10.25 | | | | | | | | | | 4 |
| | | | | | | | | | | 5 |
| | | | | | | | | | | 6 |
| | d 9.90 | | | | | | | | | 7 |
| | | h 5.75 | i 7.75 | | | | | | | 8 |
| | | h 4.75 | | i 9.55 | | | | | | 9 |
| | | | | j 8.80 | | | | | | 10 |
| | | | | k 9.55 | | | | | | 11 |
| f 9.80 | | | | | | | | | | 12 |
| | | | | | x 14.80 | v 16.99 | | | | 13 |
| | | | | | | v 16.99 | | | | 14 |
| | | | | | | w 11.87 | | | | 15 |
| | | | | | y 14.80 | | | | | 16 |
| | | | | | z 11.90 | | | | | 17 |
| | | | | | | | | | | 18 |
| | | | | | | | | | | 19 |
| | | | | | o 10.00 | | | | | 20 |
| | | | | | p 6.90 | | | | | 21 |
| | | | | | q 7.10 | | | | | 22 |
| e 9.25 | | | | | | | | | | 23 |
| f 6.05 | | | | | | | | | | 24 |
| | | | | | r 10.30 | | 11.80 | s 10.90 | | 25 |
| | | | | | r 9.55 | | | | | 26 |
| e 9.55 | | | | | | | | | | 27 |
| | | | | i 6.40 | | | | | | 28 |
| | | | | j 5.65 | | | | | | 29 |
| | | | | k 6.40 | | | | | | 30 |
| f 6.65 | | | | | | | | | [1] 6.75 | 31 |
| | | | | | | | | | [2] 6.40 | 32 |
| | | | | | | | | | [3] 6.75 | 33 |
| e 9.75 | | | | | | | | | | 34 |
| e 9.75 | | | | | | | | | | 35 |
| g 8.50 | | | | | | | | | | 36 |

r Anthracite stove.
s Hard, stove size.
t Anthracite nut and egg. } To be delivered before winter subject to strikes, contingencies of transportation, and other unavoidable delays. Carload lots.
u Hocking Valley lump.
v Hard coal, Pennsylvania anthracite.
w Soft coal, Hocking Valley screened.
x Anthracite; egg, stove, or nut.
y Anthracite, nut. } F. o. b. cars Valentine, Nebr., $4 less.
z Soft Hocking.
[1] Hocking Valley lump.
[2] Diamond B lump, 5-inch screen.
[3] Youghiogheny lump, ¾-inch screen.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote the rates

COAL—Continued.

| Number. | Point of delivery. | Kind of coal. | Quantity offered. | Quantity awarded. |
|---|---|---|---|---|
| | | | *Tons.* | *Tons.* |
| 1 | Yankton Agency ..... S. Dak.. | Hard ..... | 35 | **35** |
| 2 | | Soft..... | 20 | **20** |
| 3 | | | | |
| 4 | | Blacksmith... | 6 | **6** |
| 5 | | | | |
| 6 | (For school)..... | Hard ..... | 125 | **125** |
| 7 | | Soft..... | 100 | **100** |
| 8 | | | | |
| 9 | Yakima Agency ..... Wash.. | Soft..... | 15 | (*) |
| 10 | Ashland (on dock)..... Wis.. | Blacksmith... | 3 | **3** |
| 11 | (For Lac du Flambeau School) ..... | ..... | ..... | ..... |
| 12 | Hayward School..... Wis.. | Hard ..... | 280 | **280** |
| 13 | Hayward (for school) ..... Wis.. | Hard ..... | 280 | ..... |
| 14 | Hayward (for school, f. o. b.)..... Wis.. | Hard ..... | 280 | ..... |
| 15 | Lac du Flambeau (f. o. b. cars) ..... Wis.. | Hard ..... | 30 | **30** |
| 16 | (For school)..... | Soft..... | 400 | **400** |
| 17 | | | | |
| 18 | | Blacksmith... | 3 | **3** |
| 19 | | | | |
| 20 | Lac du Flambeau ..... Wis.. | Hard ..... | 30 | ..... |
| 21 | | Soft..... | 400 | ..... |
| 22 | | Blacksmith... | 3 | ..... |
| 23 | Oneida School..... Wis.. | Soft..... | 500 | **500** |
| 24 | | Hard ..... | 5 | **5** |
| 25 | Oneida (for school, f. o. b.) ..... | Soft..... | 500 | ..... |
| 26 | | | | |
| 27 | | | | |
| 28 | Oneida ..... | Soft..... | 500 | ..... |
| 29 | | Hard ..... | 5 | ..... |
| 30 | Shawano ..... Wis.. | Hard ..... | 10 | (†) |
| 31 | (For Green Bay Agency and School)..... | Hard ..... | 50 | ..... |
| 32 | | Blacksmith... | 10 | ..... |
| 33 | Tomah School..... Wis.. | Hard ..... | 250 | **250** |
| 34 | (F. o. b. cars, Tomah) ..... | Hard ..... | ..... | ..... |
| 35 | Tomah ..... | Hard ..... | 250 | ..... |

* No bid.
† No award.
*a* Anthracite, stove and nut size.
*b* Soft coal, Hocking.
*c* Soft coal, Illinois.
*d* Cumberland, sacked. } To be loaded in car with anthracite or bituminous (for delivery, f. o. b. cars,
*e* Cumberland, bulk. } Wagner, S. Dak., $3 per ton less than prices quoted here).
*f* Smithing, in burlap sacks.
*g* Smithing, in bulk.
*h* Anthracite, nut and egg, subject to strikes, contingencies of transportation, and other unavoidable delays; carload lots.
*i* Anthracite, egg, stove, or nut.

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*advertisement of May 15, 1902, for furnishing coal for the Indian Service*—Continued.

at which contracts have been awarded.]

COAL—Continued.

| Stevens G. Russell. | Martin C. Schrank. | Nathaniel S. Coffin. | Schuyler C. Schenck. | Frederick Hurlbut. | The Weaver Coal Co. | Number. |
|---|---|---|---|---|---|---|
| **a 12.50** | | | | | | 1 |
| **b 9.75** | | | | | | 2 |
| c 8.30 | | | | | | 3 |
| **d 12.00** | | | | | | 4 |
| e 10.25 | | | | | | 5 |
| **a 12.50** | | | | | | 6 |
| **b 9.75** | | | | | | 7 |
| c 8.30 | | | | | | 8 |
| | | | | | | 9 |
| | **f 6.50** | | | | | 10 |
| | g 3.85 | | | | | 11 |
| **i 8.05** | | h 8.05 | | | | 12 |
| | | | j 8.55 | | | 13 |
| i 7.25 | | h 7.25 | | | | 14 |
| | **o 7.50** | | | | | 15 |
| | m 4.40 | | | | | 16 |
| | **n 4.20** | | | | | 17 |
| | **f 7.60** | | | | | 18 |
| | g 4.95 | | | | | 19 |
| | | | j 8.50 | | | 20 |
| | | | k 5.40 | | | 21 |
| | | | l 7.15 | | | 22 |
| | | | | **s 3.70** | | 23 |
| | | | | **u 7.00** | | 24 |
| | | | | | p 4.40 | 25 |
| | | | | | q 3.65 | 26 |
| | | | | | r 4.40 | 27 |
| | | | k 4.65 | | | 28 |
| | | | j 7.40 | | | 29 |
| | | | j 7.90 | | | 30 |
| | | | j 7.90 | | | 31 |
| | | | l 6.90 | | | 32 |
| **t 7.90** | | | | | | 33 |
| t 7.50 | | | | | | 34 |
| | | | j 7.75 | | | 35 |

j Scranton.
k Black Band. } See note attached to his bid, p. 320.
l Lilly Valley.
m Pittsburg, ¾-inch steam coal.
n Hocking, ¾-inch steam coal.
o Anthracite, stove.
p Hocking Valley, lump.
q Indiana, lump. } Maryland smokeless, 20 cents per ton over Hocking Valley price.
r Monongo, W. Va., lump.
s Hocking, run of pile.
t Anthr cite, stove and egg.
u Hard, stove size.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[Figures in large type denote rate

RUBBER.

| Number. | Rubber goods. | Quantity awarded. | Rossiter B. Towle. | Frank E. Whitely. | Robert M. Fair. | J. Edmund Strong. | Thaddeus P. Stanwood. |
|---|---|---|---|---|---|---|---|
| | | | Points of delivery. | | | | |
| | | | Omaha. | Kansas City and Chicago. | Chicago. | Chicago warehouse. | Chicago, St. Louis, St. Paul, S. City, Omaha, Kansas City. |
| 1 | Boots, men's, rubber, Nos. 7 to 11, pairs | **650** | 2.585 | 2.62 | 2.37 | 2.36 | 2.35 |
| 2 | | | 2.25 | 2.29 | 2.67 | 2.16¼ | 2.56 |
| 3 | | | 2.52 | 2.08 | 2.26 | 2.16¼ | 2.47 |
| 4 | | | | | 2.40 | | 2.70 |
| | Overshoes, arctics: | | | | | | |
| 5 | Boys', assorted sizes, Nos. 1 to 6, pairs | **2,190** | .84 | .82 | .79 | a.57¼ | .73 |
| 6 | | | .70 | .76 | .78 | c.67¼ | .76 |
| 7 | | | | .68 | .86 | d.72 | |
| 8 | | | | | .88 | d.82 | |
| 9 | Misses', assorted sizes, Nos. 11 to 2, pairs | **1,165** | .59¼ | .57 | .53 | .505 | .55 |
| 10 | | | .45 | .53 | .54 | | .57 |
| 11 | | | | .47 | | | |
| 12 | Women's, assorted sizes, Nos. 3 to 8 pairs | **1,420** | .70 | .67 | .63 | .60 | .65 |
| 13 | | | .55 | .63 | .64 | | .69 |
| 14 | | | | .57 | | | |
| 15 | Men's, assorted sizes, Nos. 7 to 11, pairs | **910** | 1.15 | 1.02 | .98 | .89 | .97 |
| 16 | | | 1.04 | .94 | 1.06 | .985 | 1.12 |
| 17 | | | .825 | .85 | .95 | .985 | 1.07 |
| 18 | | | | | 1.05 | | 1.02 |
| 19 | | | | | 1.06 | | 1.12 |
| 20 | | | | | | | 1.12 |
| | Overshoes, rubber: | | | | | | |
| 21 | Boys', assorted sizes, Nos. 1 to 6, pairs | **632** | .505 | .46 | .41 | c.29 | .38 |
| 22 | | | .42¼ | .37 | .40 | c.33¾ | .40 |
| 23 | | | | | .44 | d.385 | .45 |
| 24 | | | | | | d.43¼ | |
| 25 | Misses', assorted sizes, Nos. 11 to 2, pairs | **370** | .385 | .31 | .28 | .25 | .27 |
| 26 | | | .31 | .30 | .27 | .30 | .28 |
| 27 | | | .275 | .26 | .33 | | .34 |
| 28 | Women's, assorted sizes, Nos. 3 to 8 pairs | **1,580** | .365 | .35 | .31 | .29 | .31 |
| 29 | | | .30 | .31 | .31 | .34 | .33 |
| 30 | | | | .30 | .37 | | .38 |
| 31 | Men's, assorted sizes, Nos. 7 to 11, pairs | **500** | .595 | .64 | .49 | .46 | .49 |
| 32 | | | .595 | .51 | .54 | .505 | .55 |
| 33 | | | .48 | .49 | .67 | | .52 |
| 34 | | | .47 | .56 | .49 | | .58 |
| 35 | | | | | .54 | | |
| 36 | | | | | .66 | | |

a 384 only, sizes 3-6.
b Bids "*only*" on all.
c Sizes 1-2.
d Sizes 3-6.

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*advertisement of July 1, 1902, for furnishing rubber goods for the Indian Service.*

**at which contracts have been awarded.]**

**RUBBER.**

| Thomas E. Greacen. | The Duck Brand Co. | Joseph M. Herman. | W. H. Brady. | Edward J. H. Estabrooks. | George F. Hodgman. | John Wanamaker. | Claflin, Thayer & Co. | |
|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | |
| New York City. | Chicago or New York. | St. Louis. | Chicago. | New York, Chicago, or St. Louis. | New York City. | New York or Chicago. | New York.* | Number. |
| 2.17 | 2.30 | ..... | 2.45 | 2.12 | [b]2.33 | 2.16 | 2.43 | 1 |
| 1.95 | 2.35 | | 2.30 | 2.12 | 2.14 | **1.84** | 2.11 | 2 |
| | | | | | 2.25 | | | 3 |
| | | | | | | | | 4 |
| .72 | .76 | [a].60 | .86 | .70 | .79 | .72 | .75 | 5 |
| .65 | | | .76 | | .71 | .63 | | 6 |
| | | | | | .76 | | | 7 |
| | | | | | | | | 8 |
| .51 | .53 | ..... | .53 | .50 | .56 | .49 | .52 | 9 |
| .46 | | | | | .505 | **.45** | | 10 |
| | | | | | .53 | | | 11 |
| .60 | .63 | ..... | .63 | .59 | .66 | .58 | .61 | 12 |
| .54 | | | | .59 | .60 | **.49** | | 13 |
| | | | | | .62 | | | 14 |
| .89 | .94 | ..... | 1.05 | .87 | .98 | .85 | 1.00 | 15 |
| .80 | | | 1.04 | .87 | .87 | **.72** | .90 | 16 |
| | | | .94 | | .93 | | | 17 |
| | | | | | | | | 18 |
| | | | | | | | | 19 |
| | | | | | | | | 20 |
| .38 | .40 | ..... | .41 | .38 | .42 | .36 | .38 | 21 |
| .34 | | | .38 | .38 | .39 | **.315** | | 22 |
| | | | | | .40 | .342 | | 23 |
| | | | | | | | | 24 |
| .25 | .27 | ..... | .26 | .28 | .28 | .27 | .26 | 25 |
| .23 | | | .27 | .25 | .25 | **.18** | | 26 |
| | | | .31 | | .265 | .243 | | 27 |
| .29 | .30 | ..... | .32 | .33 | .32 | .27 | .30 | 28 |
| .26 | | | .31 | .28 | .285 | **.234** | | 29 |
| | | | .35 | | .31 | .261 | | 30 |
| .46 | .48 | ..... | .45 | .44 | .505 | .45 | .47 | 31 |
| .41 | | | .49 | .46 | .46 | **.36** | | 32 |
| | | | .54 | .45 | .48 | .391 | | 33 |
| | | | | | | | | 34 |
| | | | | | | | | 35 |
| | | | | | | | | 36 |

* Youths' rubbers, sizes 1–2, price, No. 2, 30 cents.
Storm rubbers, men's, sizes 7–11, price, No. 1, 53 cents; No. 2, 47 cents.
Storm rubbers, women's, sizes 3–8, price, No. 1, 37 cents; No. 2, 33 cents.
Storm rubbers, boys', sizes 2½–5½, price, No. 2, 39 cents.
Storm rubbers, youths', sizes 13–2, price, No. 2, 33 cents.
Storm rubbers, misses', sizes 11–2, price, No. 2, 29 cents.
The above prices are for delivery in New York City. If delivered at any of the other points named, 1 per centum to be added to price. Shipped by Adams Express, prepaid.

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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

CATTLE FENCE WIRE, 2-POINT BARBED, GALVANIZED.

| Number. | WIRE AND STAPLES. Points of delivery. | Quantity offered. |
|---|---|---|
| | | *Pounds.* |
| 1 | Chicago, Ill | 414,000 |
| 2 | Sioux City, Iowa | 414,000 |
| 3 | St. Paul, Minn | 414,000 |
| 4 | Kansas City, Mo | 414,000 |
| 5 | St. Louis, Mo | 414,000 |
| 6 | Omaha, Nebr | 414,000 |

STAPLES, WIRE-FENCE, GALVANIZED STEEL, 1½-INCH. 3,860 POUNDS. 1¼-INCH, 17,350 POUNDS.

| | | |
|---|---|---|
| | Chicago, Ill.: | |
| 7 | 1½-inch staples | 3,860 |
| 8 | 1¼-inch staples | 17,350 |
| | Sioux City, Iowa: | |
| 9 | 1½-inch staples | 3,860 |
| 10 | 1¼-inch staples | 17,350 |
| | St. Paul, Minn.: | |
| 11 | 1½-inch staples | 3,860 |
| 12 | 1¼-inch staples | 17,350 |
| | Kansas City, Mo.: | |
| 13 | 1½-inch staples | 3,860 |
| 14 | 1¼-inch staples | 17,350 |
| | St. Louis, Mo.: | |
| 15 | 1½-inch staples | 3,860 |
| 16 | 1¼-inch staples | 17,350 |
| | Omaha, Nebr.: | |
| 17 | 1½-inch staples | |
| 18 | 1¼-inch staples | |

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*advertisement of July 15, 1902, for furnishing wire and staples for the Indian Service.*

at which contracts have been awarded.]

CATTLE FENCE WIRE, 2-POINT BARBED, GALVANIZED.

| Quantity awarded. | Harry B. Lyford. | Handlan Buck Manufacturing Co. | The Union Steel Co. | W. F. Robertson Steel and Iron Co. | Number. |
|---|---|---|---|---|---|
| *Pounds.* | *Cwt.* | *Cwt.* | *Cwt.* | *Cwt.* | |
| 476,000 | [a] 3.06 | [b] 3.075 | [c] 3.00 | [e] 3.00 | 1 |
| ..... | ..... | ..... | [c] 3.27 | [e] 3.25 | 2 |
| ..... | ..... | ..... | [c] 3.075 | [e] 3.125 | 3 |
| ..... | ..... | ..... | [c] 3.27 | [e] 3.25 | 4 |
| ..... | ..... | 3.125 | [c] 3.05 | [e] 3.05 | 5 |
| ..... | ..... | ..... | [c] 3.27 | [e] 3.25 | 6 |

STAPLES, WIRE-FENCE, GALVANIZED STEEL, 1¼-INCH. 3,860 POUNDS. 1¼-INCH, 17,350 POUNDS.

| | | | | | |
|---|---|---|---|---|---|
| 4,760 | [a] 2.78 | [b] 2.775 | ([d]) | [f] 2.65 | 7 |
| 17,350 | [a] 2.78 | [b] 2.775 | ([d]) | [f] 2.65 | 8 |
| ..... | ..... | ..... | ..... | [f] 2.90 | 9 |
| ..... | ..... | ..... | ..... | [f] 2.90 | 10 |
| ..... | ..... | ..... | ..... | [f] 2.775 | 11 |
| ..... | ..... | ..... | ..... | [f] 2.775 | 12 |
| ..... | ..... | ..... | ..... | [f] 2.90 | 13 |
| ..... | ..... | ..... | ..... | [f] 2.90 | 14 |
| ..... | ..... | [b] 2.825 | ..... | [f] 2.70 | 15 |
| ..... | ..... | [b] 2.825 | ..... | [f] 2.70 | 16 |
| ..... | ..... | ..... | ..... | [f] 2.90 | 17 |
| ..... | ..... | ..... | ..... | [f] 2.90 | 18 |

[a] Delivered at the warehouse or f. o. b. cars, Chicago.
[b] F. o. b. cars.
[c] To be delivered in car lots. Terms, sixty days net, or 2 per cent discount for cash within ten days from date of invoice.
[d] Staples delivered at 30 cents less than prices on wire.
[e] In car lots.
[f] In car lots. The staples being less than a carload, in case only that part of bid is awarded to this bidder, the United States is to pay the difference between carload and less than carload rates of freight.



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*Abstract of proposals received and contracts awarded in Washington, D. C., under*

[NOTE.—Figures in large type denote rates

APPLES, DRIED.

| Number. | | Quantity called for. | Quantity awarded. | James A. Snook. | Isidor Fleishman. | Reid, Murdoch & Co. | Adam Roth Grocery Co. | Joseph Wallerstein. |
|---|---|---|---|---|---|---|---|---|
| | | | | Points of delivery. | | | | |
| | | | | San Francisco, Cal. | | Chicago. | St. Louis. | Chicago. |
| | | *Pounds.* | *Pounds.* | | | | | |
| 1 | Apples, dried | 145,000 | **145,000** | ..... | [a] **.06¼** | [d] .065 | [e] **.0605** | [c] .0640 |
| 2 | | | (*) | | [b] .05 | | | [c] .0560 |
| 3 | | | | | | | | |

PEACHES, DRIED.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 4 | Peaches, dried | 137,000 | **137,000** | **.0474** | [c] .05¼ | [d] .06¼ | [f] .0606 | ..... |
| 5 | | | | | | [d] .0724 | | |
| 6 | | | | | | [d] .06¼ | | |
| 7 | | | | | | [d] .0749 | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |

PRUNES, DRIED.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | *Pounds.* | *Pounds.* | | | | | |
| 10 | Prunes, dried | 175,000 | **175,000** | ..... | ..... | ..... | ..... | ..... |
| 11 | | | | | | | | |
| 12 | | | | | | | | |
| 13 | 60 to 70 | ..... | ..... | [u] **.0279** | [c] .03¼ | [d] .0448 | [g] .0499 | ..... |
| 14 | | | | | | | | |
| 15 | 70 to 80 | ..... | ..... | [u] **.0279** | ..... | [d] .0398 | ..... | ..... |
| 16 | | | | | | | | |
| 17 | 80 to 90 | ..... | ..... | [u] **.0279** | ..... | [d] .0348 | ..... | ..... |
| 18 | | | | | | | | |

* To Isidor Fleishman, 44,000 pounds; to Adam Roth Grocery Co., 30,000 pounds; to Chas. H. Pickens, 71,000 pounds.

[a] 50-pound boxes, evaporated; 44,000 pounds awarded.

[b] Dried, in sacks.

[c] Sacks.

[d] Bids "only."

[e] 50-pound boxes; 30,000 pounds only.

[f] 30-pound boxes; 30,000 pounds only.

[g] 30-pound boxes; 30,000 pounds only.

[h] Double bags "only."

[i] Double bags.

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*advertisement of August 28, 1902, for furnishing fruit (dried) for the Indian Service.*

at which contracts have been awarded.]

APPLES, DRIED.

| John W. Teasdale, jr. | Eames MacVeagh. | Calvin Durand. | Ernest G. Hofmann. | Adolph Rosenburg. | Henry B. Steele. | Charles H. Pickens. | William S. Ryan. | William L. Juhring. | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Points of delivery. | | | | | | | | | | Number. |
| St. Louis. | Chicago. | | St. Louis. | San Francisco. | Chicago. | Omaha. | R. R. terminal, Chicago. | New York. | Chicago. | |
| h .06¼ | i .07⅛<br>i .06⅞ | i .0679<br>i .0637<br>i .0612 | j .04⅞<br>k .05⅛ | o .06¼<br>o .04⅞ | o .0699<br>o .0649<br>o .0599 | q .06½<br>r .065 | t .0707 | v .0698 | ..... | 1<br>2<br>3 |

PEACHES, DRIED.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| h .06¼ | i .07⅛ | i .0662<br>i .0624 | l .06<br>m .06¼ | o .065 | p .0699<br>p .0624 | p .05⅞<br>p .05⅞<br>p .06¼<br>s .06¼<br>s .06¼<br>s .06⅛ | ..... | v .0644<br>v .0598 | ..... | 4<br>5<br>6<br>7<br>8<br>9 |

PRUNES, DRIED.

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| h .04¼ | i .05⅛<br>i .04<br>i .04⅛ | i .0424<br>i .0332 | ..... | ..... | ..... | ..... | ..... | ..... | ..... | 10<br>11<br>12 |
| ..... | ..... | ..... | n .04⅛ | ..... | p .0499 | p .04⅛<br>p .04¼ | ..... | v .0468 | v .0384 | 13<br>14 |
| ..... | ..... | ..... | n .04¼ | ..... | p .0449 | p .03⅛<br>s .04⅞ | ..... | v .0418 | v .0334 | 15<br>16 |
| ..... | ..... | ..... | n .03⅛ | o .02⅛ | p .0399 | s .04⅛<br>s .03⅞ | ..... | v .0367 | v .0292 | 17<br>18 |

j Double sacks "only."
k 50-pound boxes "only."
l Double sacks } 60,000 pounds only.
m 50-pound boxes }
n 50-pound boxes, 35,000 pounds only. Deliveries can not be made before November.
o 50-pound boxes.
p In bags.
q In bags } 100,000 pounds only. Awarded 71,000 pounds "only."
r In boxes }
s In boxes.
t Double sacks "only."
u Equal quantities.
v Double sacks.

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